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BOARD OF SUPERVISORS

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REVISED

May 20, 2014

The Honorable Board of Supervisors
County of Los Angeles
383 Kenneth Hahn Hall of Administration
500 West Temple Street
Los Angeles, CA 90012

ADOPTED
BOARD OF SUPERVISORS
COUNTY OF LOS ANGELES

19 May 27, 2014

Sachi A. Hamai
SACHI A. HAMAI
EXECUTIVE OFFICER

Dear Supervisors:

**APPROVAL TO EXECUTE ~~66~~ 65 SUBSTANCE USE DISORDER TREATMENT
SERVICES CONTRACTS FOR DRUG MEDI-CAL SERVICES EFFECTIVE
JULY 1, 2014 THROUGH JUNE 30, 2017 AND EXECUTE A CONTRACT
AMENDMENT WITH THE REGENTS OF THE UNIVERSITY OF CALIFORNIA,
LOS ANGELES FOR EVALUATION SERVICES
(ALL SUPERVISORIAL DISTRICTS)
(3 VOTES)**

SUBJECT

Request approval to execute ~~66~~ 65 renewal contracts as well as new contracts with Drug Medi-Cal service providers, terminate Drug Medi-Cal contracts due to loss of State certification or non-compliance with Drug Medi-Cal or contractual requirements, and execute one contract amendment for the provision of additional evaluation services.

IT IS RECOMMENDED THAT THE BOARD:

1. Approve and instruct the Director of the Department of Public Health (DPH), or his designee, to execute ~~66~~ 65 renewal contracts, substantially similar to Exhibit I, with agencies certified by the California Department of Health Care Services (State), as listed in Attachment A, to provide substance use disorder (SUD) treatment services for Drug Medi-Cal (DMC) eligible patients, effective July 1, 2014 through June 30, 2017, at a total estimated contractual maximum obligation of ~~\$149,915,838~~ \$147,365,838; 100 percent offset by federal and State Realignment funds.

2. Delegate authority to the Director of DPH, or his designee, to execute new contracts with additional, eligible State DMC certified agencies to provide SUD treatment services for DMC eligible patients, effective either upon agency DMC certification date or July 1 of the current fiscal year (FY) or upon the start date requested by the agency between these two time periods, upon submission and approval by DPH of all required documents, including a performance security bond in the form of either a Certification of Deposit (COD) or a Letter of Credit (LOC), when required by DPH, subject to review and approval by County Counsel, and notification to your Board and the Chief Executive Office (CEO), allowing for State approved retroactive payments through June 30, 2017; 100 percent offset by federal and State Realignment funds.
3. Delegate authority to the Director of DPH, or his designee, to execute amendments to the contracts identified in Recommendations 1 and 2 that provide an internal reallocation of funds between budgets and/or an increase or decrease in funding, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.
4. Delegate authority to the Director of DPH, or his designee, to terminate for convenience any of the above-referenced DMC contracts, either: a) upon issuing a five calendar day advance written notice to contractors who are in substantial breach of the contract terms and conditions; or b) immediately upon issuing a written notice to contractors who fail to maintain State DMC certification and/or fail to fully comply with California Code of Regulations, Title 22, DMC requirements, subject to review and approval by County Counsel, and notification to your Board in writing within ten days after notification to the contractor.
5. Approve and instruct the Director of DPH, or his designee, to execute an amendment to Contract Number PH-001733, substantially similar to Exhibit II, with The Regents of the University of California, Los Angeles (The Regents) to conduct a program evaluation of Los Angeles County's (County) DMC services and to expand current Substance Abuse and Mental Health Services Administration and Bureau of Justice Assistance program evaluation services, increasing the annual maximum obligation by \$189,643 from \$732,598 to \$922,241 (as detailed in Attachment C), for the period July 1, 2014 through June 30, 2015; funded by the following sources: federal, State Realignment, and First 5 LA funds.
6. Delegate authority to the Director of DPH, or his designee, to execute amendments to The Regents contract that allow the rollover of unspent contract funds; provide an internal reallocation of funds between budgets up to 10 percent of each term's revised Board approved annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent of each term's revised Board approved annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary, subject to review and approval by County Counsel, and notification to your Board and the CEO.

7. Delegate authority to the Director of DPH, or his designee, to execute change notices to all of the contracts referenced above that authorize budget modifications, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's terms and conditions.

PURPOSE/JUSTIFICATION OF RECOMMENDED ACTION

For several years, your Board has approved contracts with State certified DMC agencies to provide services to the general population as well as specific populations, such as pregnant and postpartum women, that include: intensive outpatient treatment (formerly day care habilitative or perinatal day care habilitative), narcotic treatment program, and outpatient drug free treatment services.

Approval of Recommendations 1 and 2 will allow DPH to execute: 1) renewal contracts with ~~66~~ 65 agencies currently certified by the State to provide DMC services; and 2) new contracts with additional, eligible certified DMC providers. The new contracts will be executed upon submission and approval by DPH of all required documents including a performance security bond in the form of either a COD or LOC. Although the State determines provider eligibility, the County can decide not to contract with a State certified agency, provided that your Board, or an authorized designee, provide written notification to the State of the decision not to contract.

Approval of Recommendation 3 will allow DPH to execute amendments to the DMC contracts to internally reallocate funds between budgets and/or increase or decrease funding, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary.

Approval of Recommendation 4 will allow DPH to terminate for convenience contracts with DMC contractors who are in substantial breach of the contract terms and conditions, fail to maintain State DMC certification and/or fail to fully comply with California Code of Regulations, Title 22, DMC requirements.

Approval of Recommendation 5 will allow DPH to execute a contract amendment with The Regents, to conduct an evaluation of DMC program services as well as to expand currently funded evaluation services. The DMC evaluation will include identifying performance and outcome measures, assisting DPH in establishing criteria and procedures for transferring patients between levels of care, developing processes for tracking patients through treatment episodes, and other critical issues related to compliance with State and federal guidelines for Medi-Cal expansion. This recommended augmentation exceeds DPH's current delegated authority.

Approval of Recommendation 6 will allow DPH to execute amendments to The Regents contract to rollover unspent funds; internally reallocate funds between budgets up to 10 percent of the each term's revised Board approved annual base maximum obligation; and/or provide an increase or decrease in funding up to 10 percent of each term's revised Board approved annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable contract term, and make corresponding service adjustments, as necessary. This recommendation enables DPH to amend the contract to

allow for the provision of additional units of funded services that are above the service level identified in the current contract and/or the inclusion of unreimbursed eligible costs, based on the availability of grant funds and grant funder approval. While the County is under no obligation to pay a contractor beyond what is identified in the original executed contract, the County may determine that the contractor has provided evidence of eligible costs for qualifying contracted services and that it is in the County's best interest to increase the maximum contract obligation as a result of receipt of additional grant funds or a determination that funds should be reallocated. This recommendation has no impact on net County cost.

Approval of Recommendation 7 will allow DPH to execute change notices to the contracts that authorize budget modifications, and corresponding service adjustments, as necessary; changes to hours of operation and/or service locations; and/or corrections of errors in the contract's term and conditions.

Implementation of Strategic Goals

The recommended actions support Goal 3, Integrated Services Delivery, of the County's Strategic Plan.

FISCAL IMPACT/FINANCING

The total estimated program cost for the ~~66~~ 65 contracts is ~~\$149,915,838~~ \$147,365,838 for the period of July 1, 2014 through June 30, 2017, consisting of annual federal funding of ~~\$27,976,923~~ \$27,577,523 and State Realignment funding of ~~\$21,995,023~~ \$21,544,423.

The total program cost for The Regents contract amendment is \$189,643 for the period of July 1, 2014 through June 30, 2015, funded by federal and State Realignment funding.

Funding for these services has been included in DPH's FY 2014-15 Recommended Budget and will be included in future FYs, as necessary.

FACTS AND PROVISIONS/LEGAL REQUIREMENTS

On August 13, 2013, your Board instructed the Auditor-Controller (A-C) to complete a program audit of the County's DMC Program. On October 18, 2013, the A-C issued a report with its findings and recommendations which included contract changes intended to strengthen the County's oversight of the DMC program. On November 18, 2013, DPH provided your Board its response to the A-C recommendations and, as applicable, the A-C recommendations have been included in the DMC contract template. All agencies recommended for a renewal contract are in compliance with federal and State laws and regulations as well as current contractual requirements.

Under the Affordable Care Act, beginning on January 1, 2014, eligibility for Medi-Cal expanded to include single adults without children, ages 19-64. On December 5, 2013, the State submitted State Plan Amendment (SPA) 13-038 to the Centers for Medicare and Medicaid Services (CMS). Under the SPA, limitations on populations that can be provided services were removed, making reimbursable DMC services available to all Medi-Cal beneficiaries. From 2014 through 2016, the federal government will pay 100% of the cost of

services for this expanded population. CMS has not yet approved the SPA, but is anticipated to do so.

County Counsel has approved Exhibits I and II as to form. Attachment A identifies the recommended DMC agencies and the services to be provided. Attachment B is a listing of the executive directors of the recommended agencies. Attachment C provides funding information for The Regents contract amendment.

CONTRACTING PROCESS

The State administers and provides State and federal funds to the County to provide DMC contract services through State-certified agencies. On June 7, 2011, your Board authorized DPH to execute 41 new contracts and 96 renewal contracts for the provision of DMC program services effective July 1, 2011 through June 30, 2014. Since that time, as a result of State and County investigation, many of those contracts have been suspended or terminated.

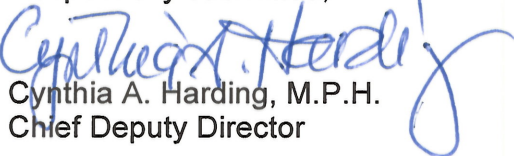
All new contractors must be certified by the State to provide DMC services and must meet a number of additional requirements established by DPH including four years of experience providing substance abuse services; State certification for alcohol and other drug services; availability of credentialed, licensed, and experienced staff per federal, State, and County requirements; and financial viability, as evidenced by a performance security bond in the form of either a COD or LOC.

On June 7, 2011, your Board authorized the execution of one alcohol and drug services renewal agreement with The Regents to provide evaluation services effective July 1, 2011 through June 30, 2012. On December 13, 2011, your Board authorized extending the contract term through November 30, 2015.

IMPACT ON CURRENT SERVICES (OR PROJECTS)

Approval of the recommended actions will allow DPH to continue to contract with State-certified DMC agencies to ensure that DMC services continue to be provided without interruption throughout Los Angeles County.

Respectfully submitted,


Cynthia A. Harding, M.P.H.
Chief Deputy Director

CAH:jl
BL#02883

Enclosures (5)

c: Chief Executive Officer
County Counsel
Executive Officer, Board of Supervisors

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
FUNDING FOR DRUG MEDI-CAL PROGRAMS
July 1, 2014 through June 30, 2017**

**REVISED
Attachment A**

#	Corporate Name	Supervisory District	Current Contract #	Modality*	Current FY 2013-14 Funding	Proposed FY 2014-15 Funding	Proposed FY 2015-16 Funding	Proposed FY 2016-17 Funding	Total Proposed Contract Funding
1	2ND CHANCE FOR RECOVERY, INC.	2	PH-001768	ODF, IOT	\$ 1,080,200	\$ 1,080,200	\$ 1,080,200	\$ 1,080,200	\$ 3,240,600
2	ADDICTION RESEARCH AND TREATMENT, INC.	1, 2	PH-001874	NTP, NTP-P	\$5,207,972	\$ 6,509,965	\$ 6,509,965	\$ 6,509,965	\$ 19,529,895
3	AEGIS MEDICAL SYSTEMS, INC.	1, 2, 4, 5	PH-001875	NTP	\$3,053,390	\$ 3,816,738	\$ 3,816,738	\$ 3,816,738	\$ 11,450,214
4	ALCOHOLISM CENTER FOR WOMEN, INC.	1	PH-001876	ODF, IOT, ODF-P, IOT-P	\$206,964	\$ 258,705	\$ 258,705	\$ 258,705	\$ 776,115
5	ALLIED DRUG AND ALCOHOL TREATMENT CENTER, INC.	5	PH-001742	ODF, IOT	\$50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
6	ALTAMED HEALTH SERVICES CORPORATION	1	PH-001877	NTP	\$688,730	\$ 860,913	\$ 860,913	\$ 860,913	\$ 2,582,739
7	AMERICAN HEALTH SERVICES LLC	2, 3, 4, 5	PH-001743	NTP	\$2,382,089	\$ 2,977,611	\$ 2,977,611	\$ 2,977,611	\$ 8,932,833
8	AVALON-CARVER COMMUNITY CENTER	2	PH-001788	ODF	\$57,054	\$ 71,318	\$ 71,318	\$ 71,318	\$ 213,954
9	BIENESTAR, DBA SUBSTANCE ABUSE SPECIALISTS, INC.	3	PH-002183	ODF	\$100,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 375,000
10	BLESSED HEALTH SERVICES, INC.	2	PH-001746	ODF, IOT	\$100,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 375,000
	BRIGHTER BEGINNINGS DRUG AND ALCOHOL REHABILITATION FACILITY	2	PH-001793	ODF, IOT	\$850,000	\$ 850,000	\$ 850,000	\$ 850,000	\$ 2,550,000
11	CALIFORNIA DRUG TREATMENT PROGRAM, INC.	1, 2	PH-001796	ODF, IOT	\$900,000	\$ 1,125,000	\$ 1,125,000	\$ 1,125,000	\$ 3,375,000
12	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	1	PH-002124	ODF	\$400,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,500,000
13	CENTER FOR INTEGRATED FAMILY AND HEALTH SERVICES	5	PH-001800	ODF	\$100,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 375,000
14	CLARE FOUNDATION, INC.	3	PH-001996	ODF	\$100,000	\$ 125,000	\$ 125,000	\$ 125,000	\$ 375,000
15	CLINICA MONSEÑOR OSCAR A. ROMERO	1	PH-002435	ODF, IOT, ODF-P, IOT-P	\$300,000	\$ 375,000	\$ 375,000	\$ 375,000	\$ 1,125,000
16	CRI-HELP, INC.	1, 3	PH-002491	ODF, IOT	\$400,000	\$ 500,000	\$ 500,000	\$ 500,000	\$ 1,500,000
17	DIDI HIRSCH PSYCHIATRIC SERVICE	1, 2	PH-001807	ODF, IOT	\$701,411	\$ 876,764	\$ 876,764	\$ 876,764	\$ 2,630,292
18	DIVINE HEALTHCARE SERVICES, INC.	2	PH-001748	ODF, IOT	\$550,000	\$ 550,000	\$ 550,000	\$ 550,000	\$ 1,650,000
19	EGGLESTON YOUTH CENTERS, INC., D.B.A. EGGLESTON SUBSTANCE ABUSE AND EDUCATION PROGRAM	1	PH-001750	ODF, IOT	\$150,000	\$ 150,000	\$ 150,000	\$ 150,000	\$ 450,000
20	ELDORADO COMMUNITY SERVICE CENTER	1, 2, 3	PH-001751	NTP, ODF	\$1,239,499	\$ 1,549,374	\$ 1,549,374	\$ 1,549,374	\$ 4,648,122
21	ETTIE LEE HOMES, INCORPORATED	1	PH-001810	ODF, IOT	\$603,701	\$ 754,626	\$ 754,626	\$ 754,626	\$ 2,263,878
22	FAMILIES FOR CHILDREN, INC.	2	PH-002492	ODF, IOT, ODF-P	\$150,000	\$ 187,500	\$ 187,500	\$ 187,500	\$ 562,500
23	HACC, INC., D.B.A. HARBOR AREA SUBSTANCE ABUSE TREATMENT CENTER	1, 4	PH-001758	ODF	\$50,000	\$ 62,500	\$ 62,500	\$ 62,500	\$ 187,500
24	HANNAH'S FIRST STEP TREATMENT CENTER	1	PH-001757	ODF, IOT, ODF-P, IOT-P	\$140,000	\$ 140,000	\$ 140,000	\$ 140,000	\$ 420,000

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
FUNDING FOR DRUG MEDI-CAL PROGRAMS
July 1, 2014 through June 30, 2017**

**REVISED
Attachment A**

#	Corporate Name	Supervisory District	Current Contract #	Modality*	Current FY 2013-14 Funding	Proposed FY 2014-15 Funding	Proposed FY 2015-16 Funding	Proposed FY 2016-17 Funding	Total Proposed Contract Funding
25	HELPING KIDS TO RECOVER, INC.	2	PH-001814	ODF, IOT, ODF-P, IOT-P	\$844,000	\$ 1,055,000	\$ 1,055,000	\$ 1,055,000	\$ 3,165,000
26	HELPLINE YOUTH COUNSELING, INC.	4	PH-001815	ODF	\$50,000	\$ 62,500	\$ 62,500	\$ 62,500	\$ 187,500
27	HIS SHELTERING ARMS, INC.	2	PH-002168	ODF, ODF-P	\$200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 750,000
28	HOMELESS HEALTH CARE LOS ANGELES, INC.	1	PH-002360	ODF, IOT	\$200,000	\$ 250,000	\$ 250,000	\$ 250,000	\$ 750,000
29	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	1, 4	PH-001822	ODF, ODF-P	\$352,896	\$ 441,120	\$ 441,120	\$ 441,120	\$ 1,323,360
30	LOS ANGELES NEW LIFE CENTER, INC.	2	PH-001823	ODF, IOT, ODF-P, IOT-P	\$379,680	\$ 379,680	\$ 379,680	\$ 379,680	\$ 1,139,040
31	MATRIX INSTITUTE ON ADDICTIONS	2, 3	PH-001825	ODF, IOT, NTP	\$1,312,500	\$ 1,640,625	\$ 1,640,625	\$ 1,640,625	\$ 4,921,875
32	MAXIN HEALTH CARE SERVICES, INC.	2	PH-001762	ODF, IOT	\$50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
33	MEDI-CURE HEALTH SERVICES, INC.	2	PH-001763	ODF, IOT	\$270,574	\$ 270,574	\$ 270,574	\$ 270,574	\$ 811,722
34	MOTIVATIONAL RECOVERY SERVICES, INC.	5	PH-002490	ODF	\$100,000	\$ 125,000.00	\$ 125,000	\$ 125,000	\$ 375,000
35	NARCOTIC ADDICTION TREATMENT AGENCY, INC.	3	PH-001829	NTP	\$580,000	\$ 580,000.00	\$ 580,000	\$ 580,000	\$ 1,740,000
36	NARCOTIC PREVENTION ASSOCIATION, INC.	1	PH-001765	NTP	\$1,233,976	\$ 1,233,976.00	\$ 1,233,976	\$ 1,233,976	\$ 3,701,928
37	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY OF THE SAN FERNANDO VALLEY		PH-002579	ODF, ODF-P	\$200,000	\$ 250,000.00	\$ 250,000	\$ 250,000	\$ 750,000
38	NEW HOPE DRUG & ALCOHOL TREATMENT PROGRAM, INC.	1, 2	PH-001831	ODF, IOT	\$420,000	\$ 420,000	\$ 420,000	\$ 420,000	\$ 1,260,000
39	OMEGA HEALTH AND EDUCATION SERVICES, INC.	2	PH-002493	ODF, IOT	\$50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
40	PACIFIC CLINICS	1, 4, 5	PH-001836	ODF	\$1,109,200	\$ 1,386,500	\$ 1,386,500	\$ 1,386,500	\$ 4,159,500
41	PACIFIC LODGE YOUTH SERVICES, INC.	3	PH-002180	ODF	\$100,000	\$ 100,000	\$ 100,000	\$ 100,000	\$ 300,000
42	PHOENIX HOUSES OF LOS ANGELES, INC.	3	PH-001839	ODF, IOT	\$230,794	\$ 288,493	\$ 288,493	\$ 288,493	\$ 865,479
43	PLAZA COMMUNITY CENTER	1	PH-001840	ODF, ODF-P, IOT-P	\$162,276	\$ 202,845	\$ 202,845	\$ 202,845	\$ 608,535
44	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	1	PH-001844	ODF-P, IOT-P	\$42,385	\$ 52,981	\$ 52,981	\$ 52,981	\$ 158,943
45	SEEKING PEACEFUL SOLUTIONS, INC.	2	PH-001769	ODF	\$58,599	\$ 58,599	\$ 58,599	\$ 58,599	\$ 175,797
46	SHEIDS FOR FAMILIES, INC.	2, 4	PH-002179	ODF, IOT, ODF-P, IOT-P	\$350,000	\$ 437,500	\$ 437,500	\$ 437,500	\$ 1,312,500
47	SOCIAL MODEL RECOVERY SYSTEMS, INC.	1	PH-001827	ODF	\$50,000	\$ 62,500	\$ 62,500	\$ 62,500	\$ 187,500
48	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	1, 4	PH-001851	ODF, IOT, ODF-P, IOT-P	\$1,728,714	\$ 2,160,893	\$ 2,160,893	\$ 2,160,893	\$ 6,482,679
49	SOUTHWEST CARE, INC.	2	PH-001771	ODF, IOT, ODF-P, IOT-P	\$228,338	\$ 228,338.00	\$ 228,338	\$ 228,338	\$ 685,014
50	SPIRITT FAMILY SERVICES, INC.	1, 4	PH-002217	ODF	\$100,000	\$ 125,000.00	\$ 125,000	\$ 125,000	\$ 375,000

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
FUNDING FOR DRUG MEDI-CAL PROGRAMS
July 1, 2014 through June 30, 2017**

**REVISED
Attachment A**

#	Corporate Name	Supervisory District	Current Contract #	Modality*	Current FY 2013-14 Funding	Proposed FY 2014-15 Funding	Proposed FY 2015-16 Funding	Proposed FY 2016-17 Funding	Total Proposed Contract Funding
51	SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.	4	PH-001852	ODF, IOT, ODF-P, IOT-P	\$742,573	\$ 928,216.00	\$ 928,216	\$ 928,216	\$ 2,784,648
52	TARZANA TREATMENT CENTERS, INC.	3, 4, 5	PH-001854	ODF, IOT, IOT-P, NTP	\$555,826	\$ 694,783.00	\$ 694,783	\$ 694,783	\$ 2,084,349
53	TAVARUA HEALTH SERVICES	1	PH-001773	NTP	\$890,290	\$ 1,112,863	\$ 1,112,863	\$ 1,112,863	\$ 3,338,589
54	TAVARUA MEDICAL REHABILITATION SERVICES D.B.A. ASUZA MEDICAL AND MENTAL HEALTH SERVICES	1	PH-002463	NTP	\$500,000	\$ 625,000	\$ 625,000	\$ 625,000	\$ 1,875,000
55	THE NESS COUNSELING CENTER, INCORPORATED	3	PH-001856	ODF	\$782,645	\$ 978,306	\$ 978,306	\$ 978,306	\$ 2,934,918
56	THE NEW YOU CENTER, INC.	2	PH-001856	ODF, IOT, ODF-P, IOT-P	\$462,000	\$ 462,000	\$ 462,000	\$ 462,000	\$ 1,386,000
57	THE PAJO CORPORATION	2, 3	PH-001857	NTP	\$1,285,120	\$ 1,606,400	\$ 1,606,400	\$ 1,606,400	\$ 4,819,200
58	TRANSCULTURAL HEALTH DEVELOPMENT, INC.	4	PH-001861	NTP	\$475,000	\$ 593,750	\$ 593,750	\$ 593,750	\$ 1,781,250
59	URDC HUMAN SERVICES CORPORATION	5	PH-001864	ODF, IOT, ODF-P, IOT-P	\$139,838	\$ 174,798	\$ 174,798	\$ 174,798	\$ 524,394
60	U-TURN ALCOHOL & DRUG EDUCATION PROGRAM, INC.	2	PH-001865	ODF, IOT	\$863,118	\$ 863,118	\$ 863,118	\$ 863,118	\$ 2,589,354
61	VALLEY WOMEN'S CENTER, INC	5	PH-001866	ODF, ODF-P	\$70,000	\$ 87,500	\$ 87,500	\$ 87,500	\$ 262,500
62	WEST COUNTY MEDICAL CLINIC	4	PH-001780	NTP	\$766,700	\$ 958,375	\$ 958,375	\$ 958,375	\$ 2,875,125
63	WEST COUNTY MEDICAL CORPORATION	4	PH-001781	NTP	\$664,371	\$ 830,464	\$ 830,464	\$ 830,464	\$ 2,491,392
64	WESTERN PACIFIC MED-CORP	3, 4, 5	PH-001741	NTP	\$3,278,428	\$ 4,098,035	\$ 4,098,035	\$ 4,098,035	\$ 12,294,105
65	YOU CAN HEALTH SERVICES	2	PH-001782	ODF, IOT	\$50,000	\$ 50,000	\$ 50,000	\$ 50,000	\$ 150,000
Grand Total					\$ 41,490,851 \$ 40,640,851	\$ 49,971,946 \$ 49,121,946	\$ 49,971,946 \$ 49,121,946	\$ 49,971,946 \$ 49,121,946	\$ 149,915,838 \$ 147,365,838

Modality*

IOT = Intensive Outpatient Treatment

IOT-P = Intensive Outpatient Treatment (For Pregnant and Postpartum Women)

NTP = Narcotic Treatment Program

NTP-P = Narcotic Treatment Program (For Pregnant and Postpartum Women)

ODF = Outpatient Drug Free Treatment

ODF-P = Outpatient Drug Free Treatment (For Pregnant and Postpartum Women)

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
Executive Director Listing for Drug Medi-Cal Contracts
July 1, 2014 through June 30, 2017

REVISED
Attachment B

#	Corporate Name	Executive Director	Title	Corporate Address	City	State	Zip	Phone	FAX
1	2ND CHANCE FOR RECOVERY, INC.	Oganes John Hakopyan	Executive Director	600 East 7th Street, Suite 104 & 105	Los Angeles	CA	90021	(213) 537-0110	(213) 537-0880
2	ADDICTION RESEARCH AND TREATMENT, INC.	Jason Kletter, Ph.D.	President	1111 Market Street, 4th Floor	San Francisco	CA	94103	(415) 552-7914	(415) 552-3455
3	AEGIS MEDICAL SYSTEMS, INC.	Ehud Barkai	President & Chief Executive Officer	7246 Remmet Avenue	Canoga Park	CA	91303	(818) 206-0360	(818) 206-0381
4	ALCOHOLISM CENTER FOR WOMEN, INC.	Lorette Herman	Executive Director	1147 South Alvarado Street	Los Angeles	CA	90006	(213) 381-8500	(213) 381-8525
5	ALLIED DRUG AND ALCOHOL TREATMENT CENTER, INC.	Svetlana Drabkin	Executive Director	9913 North Commerce Avenue	Tujunga	CA	91042	(818) 273-4692	(818) 273-4752
6	ALTAMED HEALTH SERVICES CORPORATION	Castulo de la Rocha	President/Chief Executive Officer	2040 Camfield Avenue	Los Angeles	CA	90040	(323) 889-7310	(323) 889-7399
7	AMERICAN HEALTH SERVICES LLC	Stan Sharma, Ph.D.	Director	26460 Summit Circle	Santa Clarita	CA	91350	(661) 254-6630	(661) 254-6644
8	AVALON-CARVER COMMUNITY CENTER	Lawrence E. Rodgers	Executive Director	4920 South Avalon Boulevard	Los Angeles	CA	90011	(323) 232-4391	(323) 234-1008
9	BIENESTAR, DBA SUBSTANCE ABUSE SPECIALISTS, INC.	Oscar De La O	Executive Director	5326 E. Beverly Boulevard	Los Angeles	CA	90022	(323) 787-7896	(323) 787-7985
10	BLESSED HEALTH SERVICES, INC.	Florence Mbanu	Executive Director	3756 Santa Rosalia Drive, Suite 523A	Los Angeles	CA	90008	(562) 552-6776	(562) 924-9571
	BRIGHTER BEGINNINGS DRUG AND ALCOHOL- REHABILITATION FACILITY	Dusean N. Dawson	President/Chief Executive Officer	8729 South Western Avenue	Los Angeles	CA	90047	(323) 750-9510	(323) 750-9522
11	CALIFORNIA DRUG TREATMENT PROGRAM, INC.	Osayande Aghazebamwan	Chief Executive Officer	9001 South Vermont Avenue	Los Angeles	CA	90044	(323) 756-9933	(323) 756-9515
12	CALIFORNIA HISPANIC COMMISSION ON ALCOHOL AND DRUG ABUSE, INC.	James Z. Hernandez	Executive Director	1419 21st Street	Sacramento	CA	95811-5208	(916) 443-5473	(916) 443-1732
13	CENTER FOR INTEGRATED FAMILY AND HEALTH SERVICES	William L. Nigh	Chief Executive Officer	540 South Eremland Drive, Suites A-D	Covina	CA	91723	(626) 966-1577	(626) 967-1339
14	CLARE FOUNDATION, INC.	Nicholas Vrataric	Executive Director	909 Pico Boulevard	Santa Monica	CA	90405	(310) 314-6200	(310) 396-6974
15	CLINICA MONSEÑOR OSCAR A. ROMERO	Sandra Rossato	Interim Chief Executive Officer	123 South Alvarado Street	Los Angeles	CA	90057	(213) 989-7700	(213) 989-7701
16	CRI-HELP, INC.	Jack S. Bernstein	President/Chief Executive Officer	11027 Burbank Boulevard	North Hollywood	CA	91601	(818) 985-8323	(818) 506-7066
17	DIDI HIRSCH PSYCHIATRIC SERVICE	Kita S. Curry, Ph.D.	Executive Officer	4760 South Sepulveda Boulevard	Culver City	CA	90230	(310) 390-6612	(310) 398-5690
18	DIVINE HEALTHCARE SERVICES, INC.	Benneth Okorie	Program Director	405 West Manchester Boulevard, Suite A	Inglewood	CA	90301	(310) 672-3820	(310) 672-3822
19	EGGLESTON YOUTH CENTERS, INC., D. B. A. EGGLESTON SUBSTANCE ABUSE AND EDUCATION PROGRAM	Clarence Brown	Acting Executive Director	13001 Ramona Boulevard, Suites E & J	Irwindale	CA	91706	(626) 480-8107	(626) 480-7688
20	ELDORADO COMMUNITY SERVICE CENTER	Pramesh Sharma	CEO	26460 Summit Circle	Santa Clarita	CA	91350	(661) 254-6630	(661) 254-6644
21	ETTIE LEE HOMES, INCORPORATED	Terri Varnum, M.A.	President/Chief Executive Officer	5146 North Main Avenue	Baldwin Park	CA	91706	(626) 960-4861	(626) 337-2621
22	FAMILIES FOR CHILDREN, INC.	Andrew Henderson	Executive Director	2504 West Manchester Boulevard	Inglewood	CA	90305	(323) 750-5855	(323) 750-5885
23	HACC, INC., D.B.A. HARBOR AREA SUBSTANCE ABUSE TREATMENT CENTER	Dario L. Ghio, M.S.	President and Chief Executive Officer	599 West 9th Street	San Pedro	CA	90731	(310) 831-0331	(310) 831-0004
24	HANNAH'S FIRST STEP TREATMENT CENTER	Connie Franks	Executive Director	5900 South Eastern Avenue, Suites 140 & 142	Commerce	CA	90040	(323) 278-6501	(323) 278-6515

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
Executive Director Listing for Drug Medi-Cal Contracts
July 1, 2014 through June 30, 2017**

**REVISED
Attachment B**

#	Corporate Name	Executive Director	Title	Corporate Address	City	State	Zip	Phone	FAX
25	HELPING KIDS TO RECOVER, INC.	Chynethia Boyd	Executive Director	637 East Albertoni Street, Suite 200	Carson	CA	90746	(310) 217-0616	(310) 217-0545
26	HELPLINE YOUTH COUNSELING, INC.	Jeffrey S. Farber	Executive Director	12440 East Firestone Boulevard, Suite 1000	Norwalk	CA	90650	(562) 864-3722	(562) 864-4596
27	HIS SHELTERING ARMS, INC.	Rhoen D. Moore	Executive Director	11101 South Main Street	Los Angeles	CA	90061	(323) 755-6646	(323) 777-2209
28	HOMELESS HEALTH CARE LOS ANGELES, INC.	Mark Casanova	Executive Director	2330 Beverly Boulevard	Los Angeles	CA	90057	(213) 744-0724	(213) 748-2432
29	LOS ANGELES CENTERS FOR ALCOHOL AND DRUG ABUSE	Brenda Wiewel	Executive Director	11015 Bloomfield Ave.	Santa Fe Springs	CA	90670	(562) 906-2676	(562) 906-2681
30	LOS ANGELES NEW LIFE CENTER, INC.	Jude Ogoke	Executive Director	1828 South Western Avenue, Suite 21	Los Angeles	CA	90006	(323) 734-3677	(323) 734-4972
31	MATRIX INSTITUTE ON ADDICTIONS	Charles Anderson	Executive Director	1850 Sawtelle Boulevard, Suite 470	Los Angeles	CA	90025	(310) 478-6006	(310) 478-6117
32	MAXIN HEALTH CARE SERVICES, INC	Marcel C. Njoku	Executive Director	3756 Santa Rosalia Dr., Suite 326A	Los Angeles	CA	90008	(310) 941-2276	(310) 352-6270
33	MEDI-CURE HEALTH SERVICES, INC.	Jo Kannike-Martins	Executive Director	3756 Santa Rosalia Drive, Suite 417	Los Angeles	CA	90008	(323) 295-1136	(323) 295-1071
34	MOTIVATIONAL RECOVERY SERVICES, INC.	Sarkis Karageozyan	Chief Executive Officer	1130 West Olive Avenue, Suite B	Burbank	CA	91506	(818) 848-9995	(877) 393-1336
35	NARCOTIC ADDICTION TREATMENT AGENCY, INC.	Christy Wilson	Chief Operations Officer	8741 Laurel Canyon Boulevard	Sun Valley	CA	91352	(818) 768-5525	(818) 768-5530
36	NARCOTIC PREVENTION ASSOCIATION, INC.	Luis C. Montes	Executive Director	942 South Atlantic Boulevard, Suite	Los Angeles	CA	90022	(323) 263-9700	(909) 628-4649
37	NATIONAL COUNCIL ON ALCOHOLISM AND DRUG DEPENDENCY OF THE SAN FERNANDO VALLEY	Jan Frost		6166 Vesper Avenue	Van Nuys	CA	91411-2851	(818) 997-0414	(818) 997-0851
38	NEW HOPE DRUG & ALCOHOL TREATMENT PROGRAM, INC.	William Akinwumi	Executive Director	1841 West Imperial Highway	Los Angeles	CA	90047	(323) 750-2850	(310) 672-1415
39	OMEGA HEALTH AND EDUCATIONAL SERVICES, INC.	Jonathan Nwomonoh	Executive Director	3870 Crenshaw Boulevard, Suite 213	Los Angeles	CA	90008	(310) 854-1003	(323) 294-4568
40	PACIFIC CLINICS	Susan Mandel, Ph.D.	Acting Director	800 South Santa Anita Avenue	Arcadia	CA	91006	(626) 254-5000	(626) 294-1077
41	PACIFIC LODGE YOUTH SERVICES, INC.	Lisa Alegria	Chief Executive Officer and President	22030 Sherman Way, Suite 215	Canoga Park	CA	91303	(818) 657-3104	(818) 347-1664
42	PHOENIX HOUSES OF LOS ANGELES, INC.	Pouria Abbasi	Senior Vice President, Regional Director	11600 Eldridge Avenue	Lake View Terrace	CA	91342	(818) 686-3011	(818) 896-4859
43	PLAZA COMMUNITY CENTER	Gabriel Buelna, PhD	Executive Officer	4018 City Terrace Drive	Los Angeles	CA	90063	(323) 267-9749	(323) 267-0375
44	PROTOTYPES, CENTERS FOR INNOVATION IN HEALTH, MENTAL HEALTH, AND SOCIAL SERVICES	Cassandra Loch, LCSW, MBA	President and Chief Executive Officer	1000 North Alameda Street, Suite 3	Los Angeles	CA	90012	(213) 542-3838	(213) 225-0085
45	SEEKING PEACEFUL SOLUTIONS, INC.	Janisa Spears	Executive Director	8724 South Vermont Avenue	Los Angeles	CA	90044	(323) 753-1314	(323) 753-6619
46	SHIELDS FOR FAMILIES, INC.	Kathryn Icenhower, Ph.D.	Executive Director	11601 South Western Ave	Los Angeles	CA	90047	(323) 242-5000	(323) 242-5011
47	SOCIAL MODEL RECOVERY SYSTEMS, INC.	James L. O'Connell	Chief Executive Officer	223 East Rowland Street	Covina	CA	91723	(626) 332-3145	(626) 974-4164
48	SOUTHERN CALIFORNIA ALCOHOL AND DRUG PROGRAMS, INC.	Karl L. Calhoun	Executive Director	11500 Paramount Boulevard	Downey	CA	90241	(562) 923-4545	(562) 862-0918
49	SOUTHWEST CARE, INC.	Ike Chukwudi	Chief Executive Officer	2930 West Imperial Highway, Suite	Inglewood	CA	90303	(323) 777-0444	(323) 777-4769

**COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL
Executive Director Listing for Drug Medi-Cal Contracts
July 1, 2014 through June 30, 2017**

**REVISED
Attachment B**

#	Corporate Name	Executive Director	Title	Corporate Address	City	State	Zip	Phone	FAX
50	SPIRITT FAMILY SERVICES, INC.	Elvia Torres, LMFT	Executive Director	13135 Barton Road	Whittier	CA	90605	(562) 903-7000	(562) 903-7677
51	SUBSTANCE ABUSE FOUNDATION OF LONG BEACH, INC.	Kathryn Romo	Executive Director	1041 Redondo Avenue	Long Beach	CA	90804	(562) 987-5722	(562) 987-4586
52	TARZANA TREATMENT CENTERS, INC.	Albert Senella	President and Chief Operating Officer	18646 Oxnard Street	Tarzana	CA	91356	(818) 654-3815	(818) 996-3051
53	TAVARUA HEALTH SERVICES	Pramesh P. Sharma	CEO	26460 Summit Circle	Santa Clarita	CA	91350	(661) 254-6630	(661) 254-6644
54	TAVARUA MEDICAL REHABILITATION SERVICES D.B.A. ASUZA MEDICAL AND MENTAL HEALTH SERVICES	Stan Sharma	Executive Director	474 South Citrus Avenue	Azusa	CA	91702	(562) 692-2522	(562) 695-1528
55	THE NESS COUNSELING CENTER, INCORPORATED	Dennis Brown	Executive Director	8512 Whitworth Drive, Suite 102	Los Angeles	CA	90035	(310) 360-8512	(310) 360-8510
56	THE NEW YOU CENTER, INC.	Mesbel Mohamoud	Executive Director	1030 West Florence Avenue	Los Angeles	CA	90044	(323) 750-7580	(323) 758-6095
57	THE PAJO CORPORATION	Carolyn Perry	Executive Director	2080 Century Park East, Suite 1210	Century City	CA	90067	(310) 553-9500	(310) 553-7247
58	TRANSCULTURAL HEALTH DEVELOPMENT, INC.	Jerome Rhodes	President	CRC Health Group, Inc. 20400 Stevens Creek Boulevard, Suite 600	Cupertino	CA	95014	(760) 918-8700	(760) 918-8711
59	URDC HUMAN SERVICES CORPORATION	Rosalie Garcia	Executive Director	1460 North Lake Avenue, Suite 107	Pasadena	CA	91104	(626) 398-3796	(626) 398-3895
60	U-TURN ALCOHOL & DRUG EDUCATION PROGRAM, INC.	Janice Varnadoe	Executive Director	3761 Stocker Street, Suite 105	Los Angeles	CA	90008	(323) 294-4261	(323) 294-7261
61	VALLEY WOMEN'S CENTER, INC.	Lulu A. Kamatoy	Executive Director	22110 Roscoe Boulevard, Suite 204	Canoga Park	CA	91304	(818) 713-8700	(818) 713-8585
62	WEST COUNTY MEDICAL CLINIC	Stan Sharma	President	26460 Summit Circle	Santa Clarita	CA	91350	(661) 254-6630	(661) 254-6644
63	WEST COUNTY MEDICAL CORPORATION	Stan Sharma	President	26460 Summit Circle	Santa Clarita	CA	91350	(661) 254-6630	(626) 254-6644
64	WESTERN PACIFIC MED-CORP	Mark R. Hickman	President and Chief Executive Director	4544 San Fernando Road, Suite 202	Glendale	CA	91204	(818) 956-3737	(818) 543-6767
65	YOU CAN HEALTH SERVICES	Rose Ndisang	Executive Director	600 West Manchester Avenue, Suite 5	Los Angeles	CA	90044	(323) 839-7302	(323) 750-9248
66	THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES	Johnny Kidd		11000 Kinross Avenue, Room 102	Los Angeles	CA	90095	(310) 794-3511	(310) 794-0631

ATTACHMENT C

COUNTY OF LOS ANGELES - DEPARTMENT OF PUBLIC HEALTH
 SUBSTANCE ABUSE PREVENTION AND CONTROL
 THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES
 EVALUATION SERVICES CONTRACT NO. PH-001733
 FUNDING FOR 7/1/2014 - 6/30/2015

Modality Service	Schedule	Current Approved Allocation	Augmentation Amendment 10	Revised Allocation
General Population	A-6 (Page 7)	\$ 626,408	\$ -	\$ 626,408
BJA	A-6 (Page 7)	\$ 5,000	\$ 8,125	\$ 13,125
SAMHSA	A-6 (Page 7)	\$ 5,000	\$ 8,125	\$ 13,125
DMC	A-6 (Page 7)	\$ -	\$ 160,000	\$ 160,000
		\$ 636,408	\$ 176,250	\$ 812,658
First 5 LA	B-1 (Page 4)	\$ 83,333	\$ -	\$ 83,333
Re-Entry Population	C-1	\$ 12,857	\$ 13,393	\$ 26,250
TOTAL FY 2014 - 15		\$ 732,598	\$ 189,643	\$ 922,241

PH-Pending

**DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG MEDICAL ELIGIBLE PATIENTS CONTRACT**

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STANDARD EXHIBITS

- Exhibit A – Statement(s) of Work
- Exhibit B – Scope(s) of Work - Intentionally Omitted
- Exhibit C – Budget(s)
- Exhibit D – Contractor's EEO Certification
- Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
- Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

UNIQUE EXHIBITS

Exhibit G – Charitable Act Compliance

Contract No. _____

**SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG MEDI-CAL ELIGIBLE PATIENTS**

THIS CONTRACT is made and entered into this _____
day of _____, 2014,

by and between COUNTY OF LOS ANGELES (hereafter
"County")
and _____ (hereafter
"Contractor").

WHEREAS, California Health and Safety Code Section 101025 places upon
County's Board of Supervisors ("Board"), the duty to preserve and protect the public's
health; and

WHEREAS, California Health and Safety Code Section 101000 requires
County's Board to appoint a County Health Officer, who is also the Director of County's
Department of Public Health ("DPH" or "Department"), to provide services directed
toward the prevention or mitigation of communicable and infectious diseases within the
jurisdiction of County; and

WHEREAS, the term "Director" as used herein refers to the County's Director of
DPH, or his duly authorized designee; (hereafter jointly referred to as "Director"); and

WHEREAS, County is authorized by Government Code Section 31000 to
contract for these services, and

WHEREAS, the term "Code" as used herein refers to Title 9 of the California
Code of Regulations ("CCR"); and

WHEREAS, this Contract is contemplated and authorized by Welfare and Institutions Code Section 14021.5, Health and Safety Code Sections 11758.10 et seq. and 11758.20 et seq.; and Government Code Section 26227;

WHEREAS, the terms "SAPC" and "DHCS", as used in this Contract, refers to County's Substance Abuse Prevention and Control and the California Department of Health Care Services, respectively; and

WHEREAS, throughout this Contract, the term "participant" shall be used interchangeably with the terms "client", "patient", and "resident" unless otherwise noted; and

WHEREAS, the term "Director", as used in this Contract, refers to County's Director of the Department of Public Health (DPH) or his/her authorized designee; and

WHEREAS, the term "fiscal year", as used in this Contract, refers to County's fiscal year which commences July 1 and ends the following June 30; and

WHEREAS, Contractor is willing and able to provide the services described herein, in consideration of the payments under this contract and under the terms and conditions hereafter set forth; and

NOW THEREFORE, in consideration of the mutual covenants contained herein, and for good and valuable consideration, the parties agree to the following:

1. APPLICABLE DOCUMENTS:

Exhibits A, C (C-1, C-2, C-3), D, E, F, and G, are attached to and form a part of this Contract. In the event of any conflict or inconsistency in the definition or interpretation of any word, responsibility, budget, or the contents or description of any task, deliverable, goods, service, or other work, or otherwise between the base Contract

and the Exhibits, or between Exhibits, such conflict or inconsistency shall be resolved by giving precedence first to the Contract and then to the Exhibits as listed below:

Standard Exhibits

Exhibit A – Statement of Work
Exhibit B - Scope of Work - Intentionally Omitted
Exhibit C – Budget(s)
Exhibit D – Contractor’s EEO Certification
Exhibit E - Contractor Acknowledgement and Confidentiality Agreement
Exhibit F - Health Insurance Portability and Accountability Act (HIPAA)

Unique Exhibits

Exhibit G – Charitable Act Compliance

2. DESCRIPTION OF SERVICES:

A. Contractor shall provide services in the manner described in Exhibit A (Statement of Work) attached hereto and incorporated herein by reference.

B. Contractor acknowledges that the quality of service(s) provided under this Contract shall be at least equivalent to that which Contractor provides to all other clients it serves.

C. If the Contractor provides any tasks, deliverables, goods, services, or other work, other than as specified in this Contract, the same shall be deemed to be a gratuitous effort on the part of the Contractor, and the Contractor shall have no claim whatsoever against the County.

3. TERM OF CONTRACT:

The term of this Contract shall be effective July 1, 2014 and shall continue in full force and effect through June 30, 2017, unless sooner terminated or extended, in whole or in part, as provided in this Contract.

The Contractor shall notify SAPC when this Contract is within six (6) months from the expiration of the term as provided for hereinabove. Upon occurrence of this event, the Contractor shall send written notification to SAPC at the address herein provided in Paragraph 21, NOTICES.

4. MAXIMUM OBLIGATION OF COUNTY:

**THE FOLLOWING PARAGRAPHS A, B AND C ARE FOR RENEWALS WITH
CURRENT PROVIDERS**

A. Effective July 1, 2014 through June 30, 2015, the estimated maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference.

B. Effective July 1, 2015 through June 30, 2016, the estimated maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. Effective July 1, 2016 through June 30, 2017, the estimated maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

**THE FOLLOWING PARAGRAPHS A, B AND C ARE FOR NEW DMC
PROVIDERS**

A. Effective July 1, 2014 through June 30, 2015, the maximum obligation of County for all services provided hereunder shall not exceed

_____ (\$_____), as set forth in Exhibit C-1, attached hereto and incorporated herein by reference. This sum represents the Combined Maximum State General Fund and Federal DMC Allocations minus allowable County administrative costs, and represents the baseline minimum allocated by the County for newly certified DMC agencies.

B. Effective July 1, 2015 through June 30, 2016, the estimated maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-2, attached hereto and incorporated herein by reference.

C. Effective July 1, 2016 through June 30, 2017, the estimated maximum obligation of County for all services provided hereunder shall not exceed _____ (\$_____), as set forth in Exhibit C-3, attached hereto and incorporated herein by reference.

D. The Contractor shall not be entitled to payment or reimbursement for any tasks or services performed, nor for any incidental or administrative expenses whatsoever incurred in or incidental to performance hereunder, except as specified herein. Assumption or takeover of any of the Contractor's duties, responsibilities, or obligations, or performance of same by any entity other than the Contractor, whether through assignment, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever, shall occur only with the County's express prior written approval.

E. The Contractor shall maintain a system of record keeping that will allow the contractor to determine when it has incurred seventy-five percent (75%)

of the total contract authorization under this Contract. Upon occurrence of this event, the Contractor shall send written notification to the Department at the address herein provided under Paragraph 21, NOTICES.

F. No Payment for Services Provided Following Expiration/

Termination or Suspension of Contract: The Contractor shall have no claim against County for payment of any money or reimbursement, of any kind whatsoever, for any service provided by the Contractor during a period when contract has been suspended, after the expiration, or termination of this Contract. Should the Contractor receive any such payment it shall immediately notify County and shall immediately repay all such funds to County. Payment by County for Services rendered after suspension/expiration/termination of this Contract shall not constitute a waiver of County's right to recover such payment from the Contractor. This provision shall survive the expiration or other termination of this Contract.

5. INVOICES AND PAYMENT:

A. The Contractor shall invoice the County only for providing the tasks, deliverables, goods, services, and other work specified in Exhibit A and/or elsewhere hereunder and in accordance with Exhibit C attached hereto and incorporated herein by reference.

B. The Contractor shall bill County monthly in arrears. All billings shall include a financial invoice and all required reports and/or data. All billings shall clearly reflect all required information as specified on forms provided by County

regarding the services for which claims are to be made and any and all payments made to Contractor.

C. Billings shall be submitted to County within thirty (30) calendar days after the close of each calendar month. Within a reasonable period of time following receipt of a complete and correct monthly billing, County shall make payment in accordance to the Budget(s) attached hereto and incorporated herein by reference. County may withhold up to ten percent (10%) of all payments under this Contract as a reserve for future liabilities resulting from, but not limited to penalties and audits.

D. Contractor shall comply with SAPC Bulletin Number 14-01, "New 60-day Denied Claims Replacement Process for Drug/Medi-Cal Billings, dated February 14, 2014, which states that all denied claims must be corrected by Contractor and resubmitted within sixty (60) days of being notified of the first denial from the State adjudication date. Notification of the denied claims are available through SAPC's billing system for Drug/Medi-Cal, which will show a screen that details denied claims which need to be replaced including the amount of time left to replace them. It also provides information on claims that were not replaced which result in SAPC deducting payments already made from Contractor's next scheduled payment.

E. For Drug/Medi-Cal services other than narcotic treatment, payments shall be made in accordance with the provisional rates set by the State, minus ten percent (10%) County administrative fees. For Drug/Medi-Cal narcotic treatment services, payments shall be made in accordance with the

rates set by the State, minus ten percent (10%) County administrative fees.

Contractor, if requested by County, State, or federal representatives, must be able to produce proof of actual costs incurred in the provision of units of service hereunder. If the actual allowable and documented costs are less than the fee-for-service rate(s) set in the budget (s), Contractor shall be reimbursed for the actual costs. In no event shall County be required to pay Contractor for units of service that are not supported by actual allowable and documented costs.

F. Billings shall be submitted directly to DPH-SAPC, using the billing system set up for the purpose of billing and reimbursement for Drug Medi-Cal Services.

G. For each term, or portion thereof, that this Contract is in effect, Contractor shall provide an annual cost report within thirty (30) calendar days following the close of the contract period. Such cost report shall be prepared in accordance with generally accepted accounting principles and clearly reflect all required information as specified in instructions and forms provided by the County.

If this Contract is terminated prior to the close of the contract period, the cost report shall be for that Contract period which ends on the termination date. The report shall be submitted within thirty (30) calendar days after such termination date.

The primary objective of the annual cost report shall be to provide the County with actual expenditure data for the contract period that shall serve as the basis for determining final amounts due to/from the Contractor.

If the annual cost report is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service contracts between County and Contractor until such report is delivered to County and/or, at the Director's sole discretion, a final determination of amounts due to/from Contractor is determined on the basis of the last monthly billing received.

Failure to provide the annual cost report may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

H. Upon expiration or prior termination of this Contract, Contractor shall submit, within thirty (30) calendar days, any outstanding and/or final invoice(s) for processing and payment. Contractor's failure to submit any outstanding and/or final invoice(s) within the specified period shall constitute Contractor's waiver to receive payment for any outstanding and/or final invoice(s).

I. Possible Methods of Payments for Amounts Due to County:

1. In the event of any amount due by Contractor under this Contract, County shall recover payment pursuant to the following methods:

- a. Contractor shall pay County in one cash payment;
- b. County shall deduct amount due from future Contractor claims over a period not to exceed twelve (12) months;
- c. County shall deduct any amount due from any claim(s) under this Contract or any other County contract;

d. Contractor shall pay County in cash payment(s) over a period not to exceed twelve (12) months;

e. Contractor shall pay County any amount due using a combination as identified above.

2. County will make all reasonable effort to choose a payment method mutually agreeable to Contractor. If a mutually agreeable payment method cannot be reached, County in its sole discretion will determine the payment method.

3. Upon a mutually agreed determination of the method(s) of payments, Contractor shall agree in writing to the repayment plan which will include provisions for penalties for non-compliance not limited to withholding of all payments under this Contract or other County contract, Contract suspension, and/or Contract termination.

J. Withholding Payment:

1. Subject to the reporting and data requirements of this Contract and the exhibit(s) attached hereto, Director may withhold any payment to Contractor if any report or data is not delivered by Contractor to County within the time limits of submission as set forth in this Contract, or if such report or data is incomplete in accordance with requirements set forth in this Contract. This withholding may be invoked for the current month and any succeeding month or months for reports or data not delivered in a complete and correct form.

2. Subject to the Record Retention and Audits provision of this Contract, Director may withhold any payment to Contractor if Contractor has been given at least thirty (30) calendar days' notice of deficiency(ies) in compliance with the terms of this Contract and has failed to correct such deficiency(ies). This withholding may be invoked for any month or months for deficiency(ies) not corrected.

3. Upon acceptance by County of all report(s) and data previously not accepted under this provision and/or upon correction of the deficiency(ies) noted above, Director shall reimburse all withheld payments on the next regular monthly claim for payment by Contractor.

4. Subject to the provisions of the exhibit(s) of this Contract, if the services are not completed by Contractor within the specified time, Director may withhold all payments to Contractor under this Contract until proof of such service(s) is/are delivered to County.

5. In addition to Sub-paragraphs (1) through (4) immediately above, Director may withhold payment due to Contractor for amounts due to County resulting from cost report settlement, audit report, audit report settlement, or financial evaluation report, resulting from this or any current Contract(s) or any prior Contract(s) between the County and Contractor. The withheld payments will be used to pay all amounts due to the County. Any remaining withheld payment will be paid to the Contractor accordingly.

6. Director may withhold any payment to Contractor if Contractor, in the judgment of the County is in material breach of this Contract or has failed to fulfill its obligations under this Contract until Contractor has cured said breaches and/or failures, including Contractor's failure to cooperate with audits and investigations, failure to timely submit a satisfactory Performance Improvement Plan, and failure to participate in the Process Improvement and Technical Assistance (PITA) Cohort, as applicable. Director will provide written notice of its intention to withhold payment specifying said breaches and/or failure to Contractor.

7. Director may withhold any payment to Contractor upon Contractor's loss of State Drug Medi-Cal certification(s) and until Contractor is re-certified to provide Drug Medi-Cal services.

K. Fiscal Viability: Contractor must be able to carry the costs of its program without reimbursement under this Contract for at least sixty (60) days at any point during the term of this contract.

6. FUNDING/SERVICES ADJUSTMENTS AND REALLOCATIONS:

A. Upon Director's specific written approval, as authorized by the County's Board of Supervisors, County may: 1) increase or decrease funding of each term's annual base maximum obligation and 2) reallocate funds between budgets within this Contract where such funds can be more effectively used by Contractor, 3) make modifications to each budget as reflected in Exhibit C, and make corresponding service adjustments, as necessary. Such adjustments may be made based on the following: (a) if additional monies are available from

federal, State, or County funding sources; (b) if a reduction of monies occurs from federal, State, or County funding sources; and/or (c) if County determines from reviewing Contractor's records of service delivery and billings to County that an underutilization of funds provided under this Contract will occur over its term.

All funding adjustments and reallocation as allowed under this Paragraph may be effective upon amendment execution or at the beginning of the applicable contract term, to the extent allowed by the funding source and as authorized by the County's Board of Supervisors. Any change to the County maximum obligation or reallocation of funds between budgets in this Contract shall be effectuated by an administrative amendment to this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract. Any modification to or within budget categories within each budget, as reflected in Exhibit C, shall be effectuated by a change notice that shall be incorporated into and become part of this Contract pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract.

B. County and Contractor shall review Contractor's expenditures and commitments to utilize any funds, which are specified in this Contract for the services hereunder and which are subject to time limitations as determined by Director, midway through each County fiscal year during the term of this Contract, midway through the applicable time limitation period for such funds if such period is less than a County fiscal year, and/or at any other time or times during each County fiscal year as determined by Director. At least fifteen (15) calendar days prior to each such review, Contractor shall provide Director with a

current update of all of Contractor's expenditures and commitments of such funds during such fiscal year or other applicable time period.

C. In order to be considered for an augmentation the following conditions must be met:

1. Total expenditures reported on the Performance Data Report for that contract justifies funding increase;
2. The number of clients enrolled in treatment, and their eligibility, are verified through a review of client records;
3. Contractor complies with the documentation requirements as described in Title 22 Regulations for DMC Programs Contract; and
4. Agency's budget reflecting the approved new funding amount is approved by SAPC.

7. ALTERATION OF TERMS/AMENDMENTS:

A. The body of this Contract and any Exhibit(s) attached hereto, fully expresses all understandings of the parties concerning all matters covered and shall constitute the total Contract. No addition to, or alteration of, the terms of this Contract, whether by written or verbal understanding of the parties, their officers, employees or agents, shall be valid and effective unless made in the form of a written amendment to this Contract which is formally approved and executed by the parties in the same manner as this Contract.

B. The County's Board of Supervisors; the Chief Executive Officer or designee; or applicable State and/or federal entities, laws, or regulations may require the addition and/or change of certain terms and conditions in the Contract

during the term of this Contract to comply with changes in law or County policy. The County reserves the right to add and/or change such provisions as required by the County's Board of Supervisors, Chief Executive Officer, or State or federal entity. To implement such changes, an Amendment to the Contract shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors.

C. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit extensions or adjustments of the contract term; the rollover of unspent Contract funds; and/or an internal reallocation of funds between budgets and/or an increase or decrease in funding of each term's annual base maximum obligation, effective upon amendment execution or at the beginning of the applicable Contract term, and make corresponding service adjustments, as necessary, an Administrative Amendment shall be prepared by Director and executed by the Contractor and Director, as authorized by the County's Board of Supervisors, and shall be incorporated into and become part of this Contract.

D. Notwithstanding Paragraph 7.A., in instances where the County's Board of Supervisors has delegated authority to the Director to amend this Contract to permit modifications to or within budget categories within each budget, as reflected in Exhibit C, and corresponding adjustment of the scope of work tasks and/or activities and/or allow for changes to hours of operation, changes to service locations, and/or correction of errors in the Contract's terms and conditions, a written Change Notice shall be signed by the Director and

Contractor, as authorized by the County's Board of Supervisors. The executed Change Notice shall be incorporated into and become part of this Contract.

8. CONFIDENTIALITY:

A. Contractor shall maintain the confidentiality of all records and information in accordance with all applicable Federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures relating to confidentiality, including, without limitation, County policies concerning information technology security and the protection of confidential records and information.

B. Contractor shall indemnify, defend, and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting, or professional fees, arising from, connected with, or related to any failure by Contractor, its officers, employees, agents, or subcontractors, to comply with this CONFIDENTIALITY Paragraph, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this CONFIDENTIALITY Paragraph shall be conducted by Contractor and performed by counsel selected by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by County in its sole judgment, County shall be entitled to retain its own counsel, including,

without limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into any settlement, agree to any injunction, or make any admission, in each case, on behalf of County without County's prior written approval.

C. Contractor shall inform all of its officers, employees, agents and subcontractors providing services hereunder of the confidentiality provisions of this Contract.

D. Contractor shall sign and adhere to the provisions of the "Contractor Acknowledgement and Confidentiality Agreement", Exhibit E.

9. CONSIDERATION OF HIRING COUNTY EMPLOYEES TARGETED FOR LAYOFF/OR RE-EMPLOYMENT LIST:

Should Contractor require additional or replacement personnel after the effective date of this Contract to perform the services set forth herein, Contractor shall give first consideration for such employment openings to qualified, permanent County employees who are targeted for layoff or qualified, former County employees who are on a re-employment list during the life of this Contract.

10. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this

Contract, except for such loss or damage arising from the sole negligence or willful misconduct of the County Indemnitees.

11. GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES: Without limiting Contractor's indemnification of County and in the performance of this Contract and until all of its obligations pursuant to this Contract have been met, Contractor shall provide and maintain at its own expense insurance coverage satisfying the requirements specified in this paragraph and in the INSURANCE COVERAGE REQUIREMENTS Paragraph of this Contract. These minimum insurance coverage terms, types and limits (the "Required Insurance") also are in addition to and separate from any other contractual obligation imposed upon Contractor pursuant to this Contract. The County in no way warrants that the Required Insurance is sufficient to protect the Contractor for liabilities which may arise from or relate to this Contract.

A. Evidence of Coverage and Notice to County: A certificate(s) of insurance coverage (Certificate) satisfactory to County, and a copy of an Additional Insured endorsement confirming County and its Agents (defined below) has been given Insured status under the Contractor's General Liability policy, shall be delivered to the County at the address shown below and provided prior to commencing services under this Contract.

Renewal Certificates shall be provided to County not less than ten (10) calendar days prior to Contractor's policy expiration dates. The County reserves the right to obtain complete, certified copies of any required Contractor and/or Sub-Contractor insurance policies at any time.

Certificates shall identify all Required Insurance coverage types and limits specified herein, reference this Contract by name or number, and be signed by an authorized representative of the insurer(s). The Insured party named on the Certificate shall match the name of the Contractor identified as the contracting party in this Contract. Certificates shall provide the full name of each insurer providing coverage, its NAIC (National Association of Insurance Commissioners) identification number, its financial rating, the amounts of any policy deductibles or self-insured retentions exceeding fifty thousand (\$50,000) dollars, and list any County required endorsement forms.

Neither the County's failure to obtain, nor the County's receipt of, or failure to object to a non-complying insurance certificate or endorsement, or any other insurance documentation or information provided by the Contractor, its insurance broker(s) and/or insurer(s), shall be construed as a waiver of any of the Required Insurance provisions.

Certificates and copies of any required endorsements shall be sent to:

County of Los Angeles – Department of Public Health
Substance Abuse Prevention and Control
Contract Services Division
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

County of Los Angeles – Department of Public Health
Contract Monitoring Unit
5555 Ferguson Drive, Suite 210
Commerce, California 90022
Attention: Chief Contract Monitoring Unit

Contractor also shall promptly report to County any injury or property damage accident or incident, including any injury to a Contractor employee occurring on County property, and any loss, disappearance, destruction, misuse, or theft of County property, monies or securities entrusted to Contractor. Contractor also shall promptly notify County of any third party claim or suit filed against Contractor or any of its Sub-Contractors which arises from or relates to this Contract, and could result in the filing of a claim or lawsuit against Contractor and/or County.

B. Additional Insured Status and Scope of Coverage: The County of Los Angeles, its special Districts, Elected Officials, Officers, Agents, Employees and Volunteers (collectively County and its Agents) shall be provided additional insured status under Contractor's General Liability policy with respect to liability arising out of Contractor's ongoing and completed operations performed on behalf of the County. County and its Agents additional insured status shall apply with respect to liability and defense of suits arising out of the Contractor's acts or omissions, whether such liability is attributable to the Contractor or to the County. The full policy limits and scope of protection also shall apply to the County and its Agents as an additional insured, even if they exceed the County's minimum Required Insurance specifications herein. Use of an automatic additional insured endorsement form is acceptable providing it satisfies the Required Provisions herein.

C. Cancellation of or Changes in Insurance: Contractor shall provide County with, or Contractor's insurance policies shall contain a provision that

County shall receive, written notice of cancellation or any change in Required Insurance, including insurer, limits of coverage, term of coverage or policy period. The written notice shall be provided to County at least ten (10) days in advance of cancellation for non-payment of premium and thirty (30) days in advance for any other cancellation or policy change. Failure to provide written notice of cancellation or any change in Required Insurance may constitute a material breach of the Contract, in the sole discretion of the County, upon which the County may suspend or terminate this Contract.

D. Failure to Maintain Insurance: Contractor's failure to maintain or to provide acceptable evidence that it maintains the Required Insurance shall constitute a material breach of the Contract, upon which County immediately may withhold payments due to Contractor, and/or suspend or terminate this Contract. County, at its sole discretion, may obtain damages from Contractor resulting from said breach. Alternatively, the County may purchase the Required Insurance, and without further notice to Contractor, deduct the premium cost from sums due to Contractor or pursue Contractor reimbursement.

E. Insurer Financial Ratings: Coverage shall be placed with insurers acceptable to the County with an A.M. Best ratings of not less than A:VII unless otherwise approved by County.

F. Contractor's Insurance Shall Be Primary: Contractor's insurance policies, with respect to any claims related to this Contract, shall be primary with respect to all other sources of coverage available to Contractor. Any County

maintained insurance or self-insurance coverage shall be in excess of and not contribute to any Contractor coverage.

G. Waivers of Subrogation: To the fullest extent permitted by law, the Contractor hereby waives its rights and its insurer(s)' right of recovery against County under all the Required Insurance for any loss arising from or relating to this Contract. The Contractor shall require its insurers to execute any waiver of subrogation endorsements which may be necessary to effect such waiver.

H. Compensation for County Costs: In the event that Contractor fails to comply with any of the indemnification or insurance requirements of this Contract, and such failure to comply results in any costs to County, Contractor shall pay full compensation for all costs incurred by County.

I. Sub-Contractor Insurance Coverage Requirements: Contractor shall include all Sub-Contractors as insureds under Contractor's own policies, or shall provide County with each Sub-Contractor's separate evidence of insurance coverage. Contractor shall be responsible for verifying each Sub-Contractor complies with the Required Insurance provisions herein, and shall require that each Sub-Contractor name the County and Contractor as additional insureds on the Sub-Contractor's General Liability policy. Contractor shall obtain County's prior review and approval of any Sub-Contractor request for modification of the Required Insurance.

J. Deductibles and Self-Insured Retentions (SIRs): Contractor's policies shall not obligate the County to pay any portion of any Contractor deductible or SIR. The County retains the right to require Contractor to reduce or

eliminate policy deductibles and SIRs as respects to the County, or to provide a bond guaranteeing Contractor's payment of all deductibles and SIRs, including all related claims investigation, administration and defense expenses. Such bond shall be executed by a corporate surety licensed to transact business in the State of California.

K. Claims Made Coverage: If any part of the Required Insurance is written on a claims made basis, any policy retroactive date shall precede the effective date of this Contract. Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following Contract expiration, termination or cancellation.

L. Application of Excess Liability Coverage: Contractors may use a combination of primary, and excess insurance policies which provide coverage as broad as ("follow form" over) the underlying primary policies, to satisfy the Required Insurance provisions.

M. Separation of Insureds: All liability policies shall provide cross-liability coverage as would be afforded by the standard ISO (Insurance Services Office, Inc.) separation of insureds provision with no insured versus insured exclusions or limitations.

N. Alternative Risk Financing Programs: The County reserves the right to review, and then approve, Contractor use of self-insurance, risk retention groups, risk purchasing groups, pooling arrangements and captive insurance to satisfy the Required Insurance provisions. The County and its Agents shall be designated as an Additional Covered Party under any approved program.

O. County Review and Approval of Insurance Requirements: The County reserves the right to review and adjust the Required Insurance provisions, conditioned upon County's determination of changes in risk exposures.

12. INSURANCE COVERAGE REQUIREMENTS:

A. Commercial General Liability insurance (providing scope of coverage equivalent to Insurance Services Office ["ISO"] policy form "CG 00 01"), naming County and its Agents as an additional insured, with limits of not less than:

General Aggregate:	\$2 Million
Products/Completed Operations Aggregate:	\$1 Million
Personal and Advertising Injury:	\$1 Million
Each Occurrence:	\$1 Million

B. Automobile Liability insurance (providing scope of coverage equivalent to ISO policy form "CA 00 01") with limits of not less than One Million Dollars (\$1,000,000) for bodily injury and property damage, in combined or equivalent split limits, for each single accident. Insurance shall cover liability arising out of Contractor's use of autos pursuant to this Contract, including "owned", "leased", "hired", and/or "non-owned" autos, as each may be applicable.

C. Workers' Compensation and Employers' Liability insurance or qualified self-insurance satisfying statutory requirements, which includes Employers' Liability coverage with limits of not less than One Million Dollars

(\$1,000,000) per accident. If Contractor will provide leased employees, or, is an employee leasing or temporary staffing firm or a professional employer organization (PEO), coverage also shall include an Alternate Employer Endorsement (providing scope of coverage equivalent to ISO policy form WC 00 03 01 A) naming the County as the Alternate Employer, and the endorsement form shall be modified to provide that County will receive not less than thirty (30) days advance written notice of cancellation of this coverage provision. If applicable to Contractor's operations, coverage shall be arranged to satisfy the requirements of any federal workers or workmen's compensation law or any federal occupational disease law.

D. Sexual Misconduct Liability: Insurance covering actual or alleged claims for sexual misconduct and/or molestation with limits of not less than Two Million Dollars (\$2,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate, and claims for negligent employment, investigation, supervision, training or retention of, or failure to report to proper authorities, a person(s) who committed any act of abuse, molestation, harassment, mistreatment or maltreatment of a sexual nature.

E. Professional Liability/Errors and Omissions: Insurance covering Contractor's liability arising from or related to this Contract, with limits of not less than One Million Dollars (\$1,000,000) per claim and Two Million Dollars (\$2,000,000) aggregate. Further, Contractor understands and agrees it shall maintain such coverage for a period of not less than three (3) years following this Contract's expiration, termination or cancellation.

13. OWNERSHIP OF MATERIALS, SOFTWARE AND COPYRIGHT:

A. Contractor agrees that all public announcements, literature, audiovisuals, and printed material developed or acquired by Contractor or otherwise, in whole or in part, under this Contract, and all works based thereon, incorporated therein, or derived there from, shall be the sole property of County.

B. Contractor hereby assigns and transfers to County in perpetuity for all purposes all Contractors' rights, title, and interest in and to all such items including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

C. With respect to any such items which come into existence after the commencement date of the Contract, Contractor shall assign and transfer to County in perpetuity for all purposes, without any additional consideration, all Contractor's rights, title, and interest in and to all items, including, but not limited to, all unrestricted and exclusive copyrights and all renewals and extensions thereof.

D. During the term of this Contract and for five (5) years thereafter, the Contractor shall maintain and provide security for all of the Contractor's working papers prepared under this Contract. County shall have the right to inspect, copy and use at any time during and subsequent to the term of this Contract, any and all such working papers and all information contained therein.

E. Any and all materials, software and tools which are developed or were originally acquired by the Contractor outside the scope of this Contract, which the Contractor desires to use hereunder, and which the Contractor

considers to be proprietary or confidential, must be specifically identified by the Contractor to the County's Project Manager as proprietary or confidential, and shall be plainly and prominently marked by the Contractor as "Proprietary" or "Confidential" on each appropriate page of any document containing such material.

F. If directed to do so by County, Contractor will place the County name, its department names and/or its marks and logos on all items developed under this Contract. If also directed to do so by County, Contractor shall affix the following notice to all items developed under this Contract: "© Copyright 20XX (or such other appropriate date of first publication), County of Los Angeles. All Rights Reserved." Contractor agrees that it shall not use the County name, its department names, its program names, and/or its marks and logos on any materials, documents, advertising, or promotional pieces, whether associated with work performed under this Contract or for unrelated purposes, without first obtaining the express written consent of County.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g, curricula, text for vignettes, press releases, advertisements, text for public service announcements for any and all media types, pamphlets, brochures, fliers), software, audiovisual materials (e.g., films, videotapes, websites), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

14. PUBLICITY: Contractor agrees that all materials, public announcements, literature, audiovisuals, and printed materials utilized in association with this Contract,

shall have prior written approval from the Director or his/her designee prior to its publication, printing, duplication, and implementation with this Contract. All such materials, public announcements, literature, audiovisuals, and printed material shall include an acknowledgement that funding for such public announcements, literature, audiovisuals, and printed materials was made possible by the County of Los Angeles, Department of Public Health and other applicable funding sources.

For the purposes of this Contract, all such items shall include, but not be limited to, written materials (e.g., curricula, text for vignettes, text for public service announcements for any and all media types, pamphlets, brochures, fliers), audiovisual materials (e.g., films, videotapes), and pictorials (e.g., posters and similar promotional and educational materials using photographs, slides, drawings, or paintings).

15. RECORD RETENTION AND AUDITS:

A. Service Records: Contractor shall maintain all service records related to this contract for a minimum period of five (5) years following the expiration or prior termination of this Contract. Contractor shall provide upon request by County, accurate and complete records of its activities and operations as they relate to the provision of services, hereunder. Records shall be accessible as detailed in the subsequent sub-paragraph. Contractor shall make available to County representatives, upon request, service records for review, and photocopying, and if necessary, allow County to take custody of service records and any such document, electronic file(s), and databases which such records relate to this Contract.

B. Financial Records: Contractor shall prepare and maintain on a current basis, complete financial records in accordance with generally accepted accounting principles and also in accordance with written guidelines, standards, and procedures which may from time to time be promulgated by Director. For additional information, please refer to the Los Angeles County Auditor-Controller's Contract Accounting and Administration Handbook. The handbook is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

Such records shall clearly reflect the actual cost of the type of service for which payment is claimed and shall include, but not be limited to:

- (1) Books of original entry which identifies all designated donations, grants, and other revenues, including County, federal, and State revenues and all costs by type of service.
- (2) A General Ledger.
- (3) A written cost allocation plan which shall include reports, studies, statistical surveys, and all other information Contractor used to identify and allocate indirect costs among Contractor's various services. Indirect Costs shall mean those costs incurred for a common or joint objective which cannot be identified specifically with a particular project or program.
- (4) Personnel records which show the percentage of time worked providing service claimed under this Contract. Such records shall be corroborated by payroll timekeeping records, signed by the employee and approved by the employee's supervisor, which show time distribution

by programs and the accounting for total work time on a daily basis. This requirement applies to all program personnel, including the person functioning as the executive director of the program, if such executive director provides services claimed under this Contract.

(5) Personnel records which account for the total work time of personnel identified as indirect costs in the approved contract budget. Such records shall be corroborated by payroll timekeeping records signed by the employee and approved by the employee's supervisor. This requirement applies to all such personnel, including the executive director of the program, if such executive director provides services claimed under this Contract.

The entries in all of the aforementioned accounting and statistical records must be readily traceable to applicable source documentation (e.g., employee timecards, remittance advice, vendor invoices, appointment logs, client/patient ledgers). All financial records shall be retained by Contractor at a location within Los Angeles County during the term of this Contract and for a minimum period of five (5) years following expiration or earlier termination of this Contract, or until federal, State and/or County audit findings are resolved, whichever is later. During such retention period, all such records shall be made available during normal business hours within ten (10) calendar days, to authorized representatives of federal, State, or County governments for purposes of inspection and audit. In the event records are located outside Los

Angeles County and Contractor is unable to move such records to Los Angeles County, the Contractor shall permit such inspection or audit to take place at an agreed to outside location, and Contractor shall pay County for all travel, per diem, and other costs incurred by County for any inspection and audit at such other location. Contractor shall further agree to provide such records, when possible, immediately to County by facsimile/FAX, or through the Internet (i.e. electronic mail ["e-mail"], upon Director's request. Director's request shall include appropriate County facsimile/FAX number(s) and/or e-mail address(es) for Contractor to provide such records to County. In any event, Contractor shall agree to make available the original documents of such FAX and e-mail records when requested by Director for review as described hereinabove.

C. Preservation of Records: If following termination of this Contract Contractor's facility is closed or if ownership of Contractor changes, within forty-eight (48) hours thereafter, Contractor shall notify the Director in writing and arrangements are to be made by Contractor for preservation of the client/patient and financial records referred to hereinabove. In the event Contractor is unable to preserve client/patient and financial records, Contractor shall deliver client/patient records, and fiscal/financial records pertaining to the performance of this Contract to County. County will either retain the records for the required retention period, or make arrangements for the State to retain the records. County may, at its discretion, review, copy, take into custody, or take

any other appropriate action to preserve records, any paper or electronic information, databases, computers, etc.

D. Audit Reports: In the event that an audit of any or all aspects of this Contract is conducted by any federal or State auditor, or by any auditor or accountant employed by Contractor or otherwise, Contractor shall file a copy of each such audit report(s) with the Chief of the County's Department of Public Health ("DPH") Contract Monitoring Division, and with County's Auditor-Controller (Auditor-Controller's Audit Branch) within thirty (30) calendar days of Contractor's receipt thereof, unless otherwise provided for under this Contract, or under applicable federal or State regulations. To the extent permitted by law, County shall maintain the confidentiality of such audit report(s).

E. Independent Audit: Contractor's financial records shall be audited by an independent auditor in compliance with Federal Office of Management and Budget (OMB) Circular Number A-133. The audit shall be made by an independent auditor in accordance with Governmental Financial Auditing Standards developed by the Comptroller General of the United States, and any other applicable federal, State, or County statutes, policies, or guidelines. Contractor shall complete and file such audit report(s) with the County's DPH Contract Monitoring Division no later than the earlier of thirty (30) days after receipt of the auditor's report(s) or nine (9) months after the end of the audit period.

If the audit report(s) is not delivered by Contractor to County within the specified time, Director may withhold all payments to Contractor under all service

contracts between County and Contractor until such report(s) is delivered to County.

The independent auditor's work papers shall be retained for a minimum of three (3) years from the date of the report, unless the auditor is notified in writing by County to extend the retention period. Audit work paper shall be made available for review by federal, State, or County representative upon request.

F. Federal Access to Records: If, and to the extent that, Section 1861 (v) (1) (I) of the Social Security Act [42 United States Code ("U.S.C.") Section 1395x(v) (1) (I)] is applicable, Contractor agrees that for a period of five (5) years following the furnishing of services under this Contract, Contractor shall maintain and make available, upon written request, to the Secretary of the United States Department of Health and Human Services or the Comptroller General of the United States, or to any of their duly authorized representatives, the contracts, books, documents, and records of Contractor which are necessary to verify the nature and extent of the cost of services provided hereunder. Furthermore, if Contractor carries out any of the services provided hereunder through any subcontract with a value or cost of Ten Thousand Dollars (\$10,000) or more over a twelve (12) month period with a related organization (as that term is defined under federal law), Contractor agrees that each such subcontract shall provide for such access to the subcontract, books, documents, and records of the subcontractor.

G. Program and Audit/Compliance Review: In the event County representatives conduct a program review and/or an audit/compliance review of

Contractor, Contractor shall fully cooperate with County's representatives.

Contractor shall allow County representatives access to all records of services rendered and all financial records and reports pertaining to this Contract and shall allow photocopies to be made of these documents utilizing Contractor's photocopier, for which County shall reimburse Contractor its customary charge for record copying services, if requested.

County may conduct a statistical sample audit/compliance review of all claims paid by County during a specified period. The sample shall be determined in accordance with generally accepted auditing standards. An exit conference shall be held following the performance of such audit/compliance review at which time the result shall be discussed with Contractor. Contractor shall be provided with a copy of any written evaluation reports.

Contractor shall have the opportunity to review County's findings on Contractor, and Contractor shall have thirty (30) calendar days after receipt of County's audit/compliance review results to provide documentation to County representatives to resolve the audit exceptions. If, at the end of the thirty (30) calendar day period, there remains audit exceptions which have not been resolved to the satisfaction of County's representatives, then the exception rate found in the audit, or sample, shall be applied to the total County payment made to Contractor for all claims paid during the audit/compliance review period to determine Contractor's liability to County. County may withhold any claim for payment by Contractor for any month or months for any deficiency(ies) not corrected.

H. Audit Settlements:

(1) If an audit conducted by federal, State, and/or County representatives finds that units of service, actual reimbursable net costs for any services and/or combinations thereof furnished hereunder are lower than units of service and/or reimbursement for stated actual net costs for any services for which payments were made to Contractor by County, then payment for the unsubstantiated units of service and/or unsubstantiated reimbursement of stated actual net costs for any services shall be repaid by Contractor to County. For the purpose of this paragraph an “unsubstantiated unit of service” shall mean a unit of service for which Contractor is unable to adduce proof of performance of that unit of service and “unsubstantiated reimbursement of stated actual net costs” shall mean a stated actual net costs for which Contractor is unable to adduce proof of performance and/or receipt of the actual net cost for any service.

(2) If an audit conducted by federal, State, and/or County representatives finds that actual allowable and documented costs for a unit of service provided hereunder are less than the County’s payment for those units of service, the Contractor shall repay County the difference immediately upon request, or County has the right to withhold and/or offset that repayment obligation against future payments.

(3) If within thirty (30) calendar days of termination of the Contract period, such audit finds that the units of service, allowable costs

of services and/or any combination thereof furnished hereunder are higher than the units of service, allowable costs of services and/or payments made by County, then the difference may be paid to Contractor, not to exceed the County maximum Obligation.

(4) In no event shall County be required to pay Contractor for units of services that are not supported by actual allowable and documented costs.

(5) In the event that Contractor's actual allowable and documented cost for a unit of service are less than fee-for-service rate(s) set out in the budget(s), the Contractor shall be reimbursed for its actual allowable and documented costs only.

I. Failure to Comply: Failure of Contractor to comply with the terms of this Paragraph shall constitute a material breach of contract upon which Director may suspend or County may immediately terminate this Contract.

16. TERMINATION FOR NON-ADHERENCE OF COUNTY LOBBYIST
ORDINANCE OR RESTRICTIONS ON LOBBYING:

A. The Contractor, and each County Lobbyist or County Lobbying firm as defined in County Code Section 2.160.010 retained by the Contractor, shall fully comply with the County's Lobbyist Ordinance, County Code Chapter 2.160. Failure on the part of the Contractor or any County Lobbyist or County Lobbying firm retained by the Contractor to fully comply with the County's Lobbyist Ordinance shall constitute a material breach of this Contract, upon which the

County may in its sole discretion, immediately terminate or suspend this Contract.

B. Federal Certification and Disclosure Requirement: Because federal monies are to be used to pay for Contractor's services under this Contract, Contractor shall comply with all certification and disclosure requirements prescribed by Section 319, Public Law 101-121 (Title 31, U.S.C., Section 1352) and any implementing regulations, and shall ensure that each of its subcontractors receiving funds provided under this Contract also fully comply with all such certification and disclosure requirements.

17A. CONTRACTOR'S CHARITABLE ACTIVITIES COMPLIANCE:

The Supervision of Trustees and Fundraisers for Charitable Purposes Act regulates entities receiving or raising charitable contributions. The "Nonprofit Integrity Act of 2004" (SB 1262, Chapter 919) increased Charitable Purposes Act requirements. By requiring Contractors to complete the Charitable Contributions Certification, Exhibit G, the County seeks to ensure that all County contractors which receive or raise charitable contributions comply with California law in order to protect the County and its taxpayers. A Contractor which receives or raises charitable contributions without complying with its obligations under California law commits a material breach subjecting it to either contract termination or debarment proceedings or both. (County Code Chapter 2.202)

17B. CONTRACTOR'S EXCLUSION FROM PARTICIPATION IN A FEDERALLY FUNDED PROGRAM:

Contractor hereby warrants that neither it nor any of its staff members is restricted or excluded from providing services under any health care program funded by the federal government, directly or indirectly, in whole or in part, and that Contractor will notify Director within thirty (30) calendar days in writing of: (1) any event that would require Contractor or a staff member's mandatory exclusion from participation in a federally funded health care program; and (2) any exclusionary action taken by any agency of the federal government against Contractor or one or more staff members barring it or the staff members from participation in a federally funded health care program, whether such bar is direct or indirect, or whether such bar is in whole or in part.

Contractor shall indemnify and hold County harmless against any and all loss or damage County may suffer arising from any federal exclusion of Contractor or its staff members from such participation in a federally funded health care program.

Failure by Contractor to meet the requirements of this Paragraph shall constitute a material breach of contract upon which County may immediately terminate or suspend this Contract.

17C. CERTIFICATION REGARDING DEBARMENT, SUSPENSION, INELIGIBILITY AND VOLUNTARY EXCLUSION - LOWER TIER COVERED TRANSACTIONS (45 C.F.R. PART 76):

Contractor hereby acknowledges that the County is prohibited from contracting with and making sub-awards to parties that are suspended, debarred, ineligible or excluded from securing federally funded contracts. By executing this Contract, Contractor certifies that neither it, nor any of its owners, officers, partners, directors or

principals is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Further, by executing this Contract, Contractor certifies that, to its knowledge, none of its subcontractors, at any tier, or any owner, officer, partner director, or other principal of any subcontractor is currently suspended, debarred, ineligible, or excluded from securing federally funded contracts. Contractor shall immediately notify County in writing, during the term of this Contract, should it or any of its subcontractors or any principals of either being suspended, debarred, ineligible, or excluded from securing federally funded contracts. Failure of Contractor to comply with this provision shall constitute a material breach of this Contract upon which the County may immediately terminate or suspend this Contract.

17D. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies, and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure “that the employee reasonably believes” is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation

of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee.

17E. MOST FAVORED PUBLIC ENTITY:

If the Contractor's prices decline, or should the Contractor at any time during the term of this Contract provide the same goods or services under similar quantity and delivery conditions to the State of California or any county, municipality, or district of the State at prices below those set forth in this Contract, then such lower prices shall be immediately extended to the County.

17F. LOCAL SMALL BUSINESS ENTERPRISE (SBE) PREFERENCE

PROGRAM:

A. This Contract is subject to the provisions of the County's ordinance entitled Local Small Business Enterprise Preference Program, as codified in Chapter 2.204 of the Los Angeles County Code.

B. The Contractor shall not knowingly and with the intent to defraud, fraudulently obtain, retain, attempt to obtain or retain, or aid another in fraudulently obtaining or retaining or attempting to obtain or retain certification as a Local Small Business Enterprise.

C. The Contractor shall not willfully and knowingly make a false statement with the intent to defraud, whether by affidavit, report, or other representation, to a County official or employee for the purpose of influencing the certification or denial of certification of any entity as a Local Small Business Enterprise.

D. If the Contractor has obtained certification as a Local Small Business Enterprise by reason of having furnished incorrect supporting information or by reason of having withheld information, and which knew, or should have known, the information furnished was incorrect or the information withheld was relevant to its request for certification, and which by reason of such certification has been awarded this contract to which it would not otherwise have been entitled, shall:

(1) Pay to the County any difference between the contract amount and what the County's costs would have been if the contract had been properly awarded;

(2) In addition to the amount described in subdivision (1), be assessed a penalty in an amount of not more than 10 percent of the amount of the contract; and

(3) Be subject to the provisions of Chapter 2.202 of the Los Angeles County Code (Determinations of Contractor Non-responsibility and Contractor Debarment).

The above penalties shall also apply to any business that has previously obtained proper certification, however, as a result of a change in their status would no longer be eligible for certification, and fails to notify the State and Internal Services Department of this information prior to responding to a solicitation or accepting a contract award.

17G. COMPLIANCE WITH COUNTY'S CHILD WELLNESS POLICY:

This Contract is subject to Chapter 3.116 of the County Code entitled Los Angeles County Child Wellness Policy (Child Wellness). As required by the Child Wellness policy Contractor shall make every effort to provide current nutrition and physical activity information to parents, caregivers, and staff as recommended by the Centers for Disease Control and Prevention, and the American Academy of Pediatrics; ensure that age appropriate nutritional and physical activity guidelines for children both in out-of-home care and in child care settings are promoted and adhered to; and provide opportunities for public education and training.

17H. LIQUIDATED DAMAGES:

A. If, in the judgment of the Director, or his/her designee, the Contractor is deemed to be non-compliant with the terms and obligations assumed hereby, the Director, or his/her designee, at his/her option, in addition to, or in lieu of, other remedies provided herein, may withhold the entire monthly payment or deduct pro rata from the Contractor's invoice for work not performed. A description of the work not performed and the amount to be withheld or deducted from payments to the Contractor from the County, will be forwarded to the Contractor by the Director, or his/her designee, in a written notice describing the reasons for said action.

B. If the Director determines that there are deficiencies in the performance of this Contract that the Director deems are correctable by the Contractor over a certain time span, the Director will provide a written notice to the Contractor to correct the deficiency within specified time frames. Should the Contractor fail to correct deficiencies within said time frame, the Director may: (a) Deduct from the Contractor's payment, pro rata, those applicable portions of the Monthly Contract Sum; and/or (b) Deduct liquidated damages. The parties agree that it will be impracticable or extremely difficult to fix the extent of actual damages resulting from the failure of the Contractor to correct a deficiency within the specified time frame. The parties hereby agree that under the current circumstances a reasonable estimate of such damages is One Hundred Dollars (\$100) per day per infraction, and that the Contractor shall be liable to the County for liquidated damages in said amount. Said amount shall be deducted from the

County's payment to the Contractor; and/or (c) Upon giving five (5) days' notice to the Contractor for failure to correct the deficiencies, the County may correct any and all deficiencies and the total costs incurred by the County for completion of the work by an alternate source, whether it be County forces or separate private contractor, will be deducted and forfeited from the payment to the Contractor from the County, as determined by the County.

C. The action noted in sub-paragraph B above shall not be construed as a penalty, but as adjustment of payment to the Contractor to recover the County cost due to the failure of the Contractor to complete or comply with the provisions of this Contract.

D. This sub-paragraph shall not, in any manner, restrict or limit the County's right to damages for any breach of this Contract provided by law or as specified in sub-paragraph B above, and shall not, in any manner, restrict or limit the County's right to terminate this Contract as agreed to herein.

17I. SPECIAL REPORTS: Subject to the reporting requirements of the REPORTS Paragraph of this Contract, Contractor shall submit the following report(s):

A. Contractor shall submit the following reports directly to the State of California Department of Health Care Services web-based DATARWEB Reporting System at <https://adpapps.dhcs.ca.gov/datar/>:

For treatment providers: By the tenth (10th) of each month following the month for which the data is collected, the Drug and Alcohol Treatment Access Report ("DATAR"), a State Department of Health Care Services system to collect data on alcohol and other drug treatment

capacity and Provider Waiting List Record ("WLR"). Each month, Contractor shall collect and record data using the DATARWEB as required by the State of California.

Failure by Contractor to submit the required monthly report to the State of California shall result in all monthly payments being withheld for late submission of reports. Payments shall resume upon report submission by Contractor that is confirmed by the State.

B. Contractor shall submit to the SAPC monthly the following reports:

By no later than the last day of the reporting month for which the data are collected, Contractor shall complete and enter into SAPC's online system, the Los Angeles County Participant Reporting System, admission questions or discharge questions, as applicable, for each participant admitted to or departing from Contractor's services under this Contract, or provide and transmit such data electronically to SAPC.

Failure by Contractor to submit the required reports to SAPC shall result in all monthly payments being withheld for late submission of reports.

C. Contractor shall make other reports as required by the Director or by the State of California, concerning Contractor's activities as they relate to this Contract. In no event, however, may County require such reports unless it has provided Contractor with at least thirty (30) calendar days prior written notification thereof. County shall provide Contractor with a written explanation of the procedures for reporting the required information.

17J. BOARD OF DIRECTORS AND ADVISORY BOARD:

A. Board of Directors: Contractor's Board of Directors shall serve as the governing body of the agency. Contractor's Board of Directors shall be comprised of a minimum of not less than five (5) members, who are all at least eighteen (18) years of age and should include representatives of special population group(s) being served; shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly; and record statements of proceedings which shall include listings of attendees, absentees, topics discussed, resolutions, and motions proposed with actions taken, which shall be available for review by federal, State, or County representatives. The Board of Directors shall have a quorum present at each Board meeting where formal business is conducted. A quorum is defined as one (1) person more than half of the total Board membership.

Contractor's Board of Directors shall oversee all agency contract related activities. Specific areas of responsibility shall include executive management, personnel management, fiscal management, fund raising, public education and advocacy, Board recruitment and Board member development, i.e., training and orientation of new Board members and ongoing in-service education for existing members.

B. Advisory Board or Group: Contractor shall establish and maintain an advisory board, or group, consisting of (5) five or more persons. The advisory board, or group, shall advise Contractor's director or program administrator regarding program administration and service delivery. The advisory board, or

group, shall consist of people who reside in or represent the interests of the community being served (i.e., service community). In establishing an advisory board, or group, Contractor shall demonstrate reasonable efforts to achieve representation of the ethnic composition of the service community, or of any special population group(s) being served. The Contractor's own Board of Directors may function as the advisory board, or group, with the prior written approval of Director. When Contractor's Board of Director's is allowed to function as an advisory board, or group, it shall meet at least four (4) times each calendar or fiscal year, or not less than quarterly, to specifically discuss program administration and service delivery issues as provided herein.

17K. STAFFING:

A. Recruitment and hiring of staff: Contractor shall fill any vacant budgeted position within sixty (60) calendar days after the vacancy occurs. (Approval of any exceptions to this requirement shall be obtained in writing from the Director.) In addition to the requirements set forth under this Paragraph, Contractor shall comply with any additional staffing requirements which may be included in the SOW incorporated herein.

Contractor is encouraged to recruit and hire staff in service positions who are fluent in American Sign Language and the primary language of any special population group being served.

B. Training: Contractor shall provide each administrative (i.e., management) and service employees (i.e., treatment and support personnel) with a minimum of twenty-four (24) hours of training during the Contract period.

For treatment staff, training received through State -approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. The training hours required shall be proportionately decreased during any Contract period of less than a full fiscal year. All training received during the term of this Contract shall be included in the personnel file of all administrative and service staff employed by Contractor.

C. Staff certification and licensing: Contractor shall insure that program staff who provide counseling services (as defined in Title 9 CCR, Div.4, Chapter 8, Section 13005, California Code of Regulations) are licensed, certified, or registered to obtain certification or license pursuant to Title 9 CCR, Div. 4, Chapter 8 (commencing with Section 13000). Written documentation of licensure, certification, or registration shall be included in the personnel file of all service staff employed by Contractor who provide counseling services.

Contractor shall insure that program staff who provide counseling services (as defined in Title 9, CCR, Div. 4, Chapter 8, Sec 13005, CCR) comply with the code of conduct, pursuant to Section 13060, developed by the organization or entity by which they were registered, licensed, or certified.

1. Detoxification Services: If detoxification services are provided hereunder, all staff providing direct services to program participants shall receive cardiopulmonary resuscitation ("CPR") training. Within six (6) months after beginning employment with Contractor, such staff shall complete the Standard Red Cross First Aid Class ("FA") or equivalent. Contractor shall ensure that all of its staff who perform direct

services hereunder, obtain and maintain in effect during the term of this Contract, all CPR and FA certificates which are applicable to their performance hereunder.

Additionally, such staff shall be trained to recognize indications of at least the following, any of which requires immediate attention and referral: jaundice, convulsions; shock; pain; bleeding; and coma.

D. Services for Youth: If services for youth are provided hereunder, the following minimum requirements and qualifications shall apply to employees and volunteers involved in the provision of such services. Contractor shall maintain documentation in the individual personnel files that these requirements and qualifications have been met.

(1) All staff employed by Contractor and subcontractor(s), if applicable, shall not be on active probation or parole within the last three (3) years, and must have a Live Scan fingerprint check for criminal history background in accordance with Paragraph 22, ADMINISTRATION OF CONTRACT, Subparagraph D, Background and Security Investigations, prior to employment. Contractor shall not employ any person if they have a criminal conviction record or pending criminal trial for offenses specified by County (i.e., felonies, falsification of public records, sex offenses and offenses against children), unless such information has been fully disclosed and employment of employee for this program has been formally approved by the County's Department of Public Health ("DPH") and, if the youth program is funded by the Probation Department, by

Probation Department. County reserves the right to prohibit Contractor and, if applicable, its subcontracted agencies, from employment or continued employment of any such person.

(2) Employees working with youth shall have at least two (2) years prior experience in a youth program or two (2) years prior experience working with youth.

(3) Counselors working with youth in treatment shall be licensed, certified or registered to obtain certification in accordance with Title 9, CCR, Div. 4, Chapter 8, Counselor Certification Regulations.

(4) All staff shall be trained in child abuse reporting and neglect issues, and requirements of mandated reporters.

E. Sexual harassment and sexual contact shall be prohibited between participants, and service employee staff and administrative staff, including members of the Board of Directors. Contractor shall include a statement in each employee's personnel file noting that each employee has read and understands the sexual harassment and sexual contact prohibition. Contractor shall include this prohibition policy as part of an overall participant's rights statement given the participant at the time of admission. Such prohibition policy shall remain in effect for no less than six (6) months after a participant exits recovery service program.

F. Contractor shall designate at least one employee as "Disability Access Coordinator" to ensure program access for disabled individuals, and to receive and resolve complaints regarding access for disabled persons at Contractor's facility(ies).

17L. PARTICIPANT ELIGIBILITY:

If participants are provided treatment services hereunder, participant's eligibility to receive Substance Use Disorder (SUD) services, and financial coverage (Medi-Cal, insurance, or other third party payer), must be determined and confirmed by Contractor. Medi-Cal shall be the first payor of services for persons with SUD who are being served by SAPC contracted providers. Within ninety (90) calendar days after a participant is first given services hereunder, Contractor shall document that all potential sources of payments to cover the costs of participant services hereunder have been identified and that Contractor or such participant has attempted to verify participant's eligibility for Medi-Cal. In addition to the requirements set forth under this Paragraph, Contractor shall make a written certification to County stating whether the participant is eligible for Medi-Cal, insurance or other third party coverage. Contractor shall retain such documentation and allow County access to same in accordance with RECORDS AND AUDITS Paragraph of this Contract.

17M. EVALUATION OF SERVICES:

Contractor agrees to provide services to County and County participants as described and as summarized in Contractor's Exhibit A, Statements of Work and its attachments (Specific Services to be Provided and Service Definitions, Standards of Care), and incorporated herein by reference.

A. As a result of federal, State, and local emphasis on better documentation and assessment of program effectiveness, the County may, at its sole discretion, require Contractor to participate in County-authorized process

and outcome evaluations. Evaluation requirements may include, but are not limited to, interviews of program administrators, staff, and participants; completing questionnaires; observation of staff in-service training and staff delivery of services to participants; abstraction of information from participant records; an expansion or enhancement of the Los Angeles County Participant Reporting System (LACPRS) for both admission and discharge information reported on participants; the reporting of services received by selected participants; and other activities to meet established standards for the conduct of evaluations of acceptable scientific rigor. All evaluation activities will provide suitable program, staff, and participant confidentiality assurances and will be conducted under applicable federal and State law with appropriate Institutional Review Board (human subject protection) approval. When conducted by non-County employees, evaluations will be conducted under the direction of County with additional oversight by a County-appointed advisory group.

B. Contractor will participate in the Los Angeles County Evaluation System (LACES) or an enhanced replacement system, as requested by the County. Contractor participation will include, but not be limited to, training, data collection and reporting, and the administration of standardized evaluation and outcome reporting instruments provided such training, data collection, reporting, standardized evaluation and outcome reporting instruments have been discussed by the LACES Advisory Group, shared with all contracted providers, and consideration of comments received from contracted providers. Failure of Contractor to participate in this program as described in this Paragraph shall

constitute a material breach of contract and this Contract may be terminated by County.

17N. AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM (LACPRS):

Contractor shall participate and cooperate in the automated LACPRS or an enhanced replacement system. For the purpose of reporting data, Contractor will enter client information and services provided to each client directly into the County LACPRS via Internet or data exchange. In order to access LACPRS, Contractor shall provide a computer that includes but is not limited to, peripherals hardware, software, cable lines and connections, Internet access and modem to establish and maintain connectivity to LACPRS. Contractor shall provide all necessary maintenance for the computer and related equipment, ensure that the computer equipment and internet connectivity are up to date and in good operational order at all times. Contractor shall ensure that adequate security measures have been taken, and that any hardware and/or software provided by Contractor is compatible with any existing computer system used by County. Contractor shall not be held responsible for violation of confidentiality requirements that occur within County's areas of responsibility.

17O. PERFORMANCE MEASURES:

A. Contractor performance under this Contract shall be measured against pre-established performance measures called Benchmarks. County will provide Contractors a report of their performance through "Dashboards," which are available for review on the Los Angeles County Evaluation System site report

for each Contractor. Contractors are required to review their Dashboards quarterly to determine whether or not they met the established benchmark for each performance measure. SAPC shall also review these Dashboards quarterly, and send a written reminder to Contractors who did not meet one or more benchmarks to develop a plan for improving their performance, for review and approval by County during the regular annual monitoring, or at the end of the fiscal year, whichever occurs first.

B. For purposes of measuring Contractor's performance, the following shall apply:

1. Contractor is required to meet the County Benchmarks set by SAPC for each type of service (e.g., outpatient, residential, narcotic treatment program). This contract provision applies only to those services where County Benchmarks have been established.

2. If Contractor does not meet one or more of the Benchmarks by the end of each fiscal year (June 30) the Contractor shall develop a performance improvement plan. The performance improvement plan shall be submitted to SAPC's Director or his designee within 30-60 days of County's written reminder of not meeting benchmarks. Failure by Contractor to submit the performance improvement plan as requested may result in the withholding of payments.

3. In addition to providing a performance improvement plan, Contractors that fall at or below twenty percent (20%) on one or more of the benchmarks, as indicated by their Dashboards, will be required to

participate in SAPC's Process Improvement and Technical Assistance (PITA) Cohort, a process improvement activity that addresses the benchmark(s) requiring improvement. Failure to participate in the PITA Cohort, may result in either withholding of payment, contract suspension, or contract termination. Technical assistance may be provided by SAPC to those contractors requesting such assistance. Requests for process improvement technical assistance may be submitted to SAPC Director or designee.

17P. TOBACCO-FREE ENVIRONMENT AND TOBACCO AWARENESS:

Contractor shall provide a tobacco-free environment and develop tobacco awareness at the locations (i.e., facilities) where services are provided under provisions of this Contract, by taking the following actions:

- A. Prohibiting smoking in all areas within the facilities.
- B. Prohibiting smoking within 20 feet of doors and windows at all program facilities.
- C. Integrating information regarding nicotine, smoking cessation, and the trigger effect of secondhand smoke into treatment and recovery program curricula.
- D. Establishing appropriate smoking cessation services, or providing referral to appropriate smoking cessation services, for participants served under this Contract. Contractor's failure to comply with the above listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both.

17Q. DRUG FREE WORK PLACE:

Contractor certifies that it will comply with the requirements of Government Code Section 8350 et seq. (Drug-Free Work Place Act of 1990) and will provide a drug- free workplace, in the provision of services herein, by taking the following actions:

A. Publish a statement notifying employees that the unlawful manufacture, distribution, dispensation, possession, or use of a controlled substance is prohibited in a person's or organization's (including Contractor's organization) workplace, including a statement specifying the actions that will be taken against employees for the violations of the prohibitions as required by Government Code Section 8355(a).

B. Establish a drug-free awareness program as required by Government Code Section 8355(b) to inform employees about all of the following:

- (1) The dangers of drug abuse in the workplace;
- (2) The person's or organization's policy of maintaining a drug-free workplace;
- (3) Any available drug counseling, rehabilitation, and employee assistance programs; and
- (4) The penalties that may be imposed upon employees for drug abuse violations.

C. Provide, as required by Government Code Section 8355(c), that every employee engaged in the performance of the agreement:

(1) Be given a copy of the County's drug-free policy statement;
and

(2) As a condition of employment on the agreement, agree to abide by the terms of the published statement.

D. Contractor's failure to comply with the above-listed requirements may result in County's withholding of payments to Contractor under the Contract, or termination of the Contract, or both, and Contractor may be ineligible for future County Contracts if the County determines that any of the following has occurred:

(1) Contractor has made a false certification; or

(2) Contractor has violated the certification by failing to carry out the requirements as noted above.

17R. HUMAN IMMUNODEFICIENCY VIRUS ("HIV")/ACQUIRED IMMUNE DEFICIENCY SYNDROME ("AIDS") EDUCATION AND TRAINING:

Contractor providing treatment services hereunder shall:

A. Ensure that agency's board of Directors reviews and adopts an HIV/AIDS policy (either the SAPC policy or an agency policy which incorporates all elements of the SAPC policy).

B. Develop policies and procedures, which are adopted by the Board of Directors that addresses priority admissions, confidentiality, charting, and all other issues necessary to ensure the protection of the rights of all HIV positive clients.

C. Designate an HIV/AIDS resource person who shall be the agency's liaison to SAPC. Develop, implement, and documents this person's responsibilities.

D. The HIV/AIDS resource person shall attend meetings and trainings relative to HIV and substance abuse (e.g. HIV Drug and Alcohol Task Force, etc.), when required. The resource person shall ensure staff and clients are aware of such training and educational opportunities.

E. The HIV/AIDS resource person shall distribute HIV/AIDS policies and procedures to each staff member. A signed commitment and acknowledgement form shall be maintained in the employee's personnel file. Institute regular re-evaluation of the policy and recommended changes or addendum when warranted by changes in HIV care or epidemiology, and/or in federal or State law.

F. All new staff members should receive at minimum, basic HIV/AIDS education, HIV prevention information and resources for prevention, testing, treatment, and supportive services within thirty days of starting employment. In addition, all direct service staff must attend a minimum of eight (8) hours of training each year. Training received through the State of California -approved counselor certifying organizations shall fulfill the aforementioned training requirement for the applicable period. All management, clerical, and support staff must attend a minimum of four (4) hours of training each year. A commitment to ongoing training related to HIV will be signed and maintained in the employee's personnel file.

G. The HIV/AIDS resource person shall develop an overall HIV/AIDS educational plan which includes, but not limited to, HIV prevention, HIV transmission, basic HIV information, risk-reduction, and local resources. This plan must include a curriculum for staff and clients, as well as, a system to document staff and client participation. An Acknowledgement of HIV/AIDS Risk Reduction Information Form shall be maintained in the client's file. The curriculum shall include the education and prevention of other communicable diseases (e.g., all types of viral hepatitis, tuberculosis, chlamydia, gonorrhea, and syphilis).

H. Maintain program facility(ies) and services in a manner which will reduce the risk of HIV virus transmission. Provide staff and clients with current, up-to-date brochures and other educational material which are reflective of the population served by the agency, in culturally appropriate format and languages. Printed materials must provide information on risk-reduction and testing; in addition to whatever information is deemed appropriate for the population(s) served at the agency. Materials must be replenished, be visible and easily available to clients.

I. Make available to all participants and employees the location of HIV/AIDS counseling and confidential testing sites and treatment centers within the County of Los Angeles.

J. Develop resource information and linkages to support the special medical, social, psychological, case management, etc., needs of HIV positive

clients, make referrals when appropriate, while clients are in the program and for discharge planning.

K. Not deny services to any persons solely because they are perceived to be at high risk for HIV infection (e.g., injection drug users, gay and bi-sexual men/women, sex workers), or have been diagnosed with HIV/AIDS.

L. Consider priority admission for all applicants who identify as HIV/AIDS infected.

M. Comply with all applicable federal and State laws relating to confidentiality of the HIV/AIDS status of the participant.

17S. MESSAGES REGARDING THE UNLAWFUL USE OF ALCOHOL AND OTHER DRUGS:

Contractor agrees that any information, material, curricula, teachings, or promotions which are produced under this Contract, including but not limited to, those produced in audio, print, or video, and which pertain to messages provided by Contractor's program to participants and the general public, shall all be produced in accordance with the requirements of Health and Safety Code Sections 11999, 11999.1, 11999.2 and 11999.3, and shall specifically contain a clear statement that promotes no unlawful use of alcohol and other drugs and that the unlawful use of alcohol and other drugs is both illegal and dangerous.

Contractor shall provide SAPC with any audio, printed, video, or other materials planned for general public dissemination, for review upon SAPC's request.

17T. REPORTING OF CHILD ABUSE OR NEGLECT:

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in the Child Abuse and Neglect Reporting Act, California Penal Code Section 11165.7. Section 11166 of the Penal Code requires a mandated reporter who, in his/her professional capacity or within the scope of his/her employment, has knowledge of or observes a child whom the mandated reporter knows or reasonably suspects has been the victim of child abuse or neglect to report the known or suspected abuse immediately or as soon as practically possible and to prepare and send a written report thereof within thirty six (36) hours of receiving the information concerning the incident. The report may include any non-privileged documentary evidence the mandated reporter possesses related to the incident. Reports of suspected child abuse or neglect shall be made by mandated reporters to the local law enforcement agency, county probation or county welfare departments. Child abuse reports may be made directly to the Los Angeles County DCFS through their 24-hour hotline at (800) 540-4000. If you are a Mandated Reporter, complete your written report online at mandreptla.org. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by confinement in county jail for a term not to exceed six months or by a fine of not more than one thousand dollars (\$1,000) or by both. (Penal Code Section 11166.01).

17U. REPORTING OF ELDER AND DEPENDENT ADULT ABUSE:

If treatment services are provided hereunder, Contractor understands that certain of its staff are "mandated reporters" as defined in Welfare and Institutions

Code Section 15630(a). In such case, Contractor further understands that in suspected instances of elder or dependent adult abuse, such staffs have certain immediate and follow-up reporting responsibilities as described in Welfare and Institutions Code Section 15630. Contractor staff's failure to report as required is considered a breach of contract subject to immediate termination and is also a misdemeanor, punishable by up to one year in jail, a fine of up to \$5,000, or both.

17V. NONDISCRIMINATION AND INSTITUTIONAL SAFEGUARDS FOR RELIGIOUS PROVIDERS:

Title 42 of the Code of Federal Regulations, Part 54, shall apply to organizations which meet the definition of a religious organization. This provision applies to federal funds provided for direct funding of substance abuse prevention and treatment services under the Substance Abuse Prevention and Treatment Block Grant. Religious organizations shall be eligible, on the same basis as any other organization, to participate in applicable programs, as long as their services are provided consistent with the Establishment Clause and the Free Exercise Clause of the First Amendment to the United States Constitution. Further, said provision prohibits state or local governments receiving federal substance abuse funds from discriminating against an organization that is, or applies to be, a program participant on the basis of the organization's religious character or affiliation. This provision also prohibits the use of funds for support of any inherently religious activities, such as worship, religious instruction, or proselytization and provides program beneficiaries with right to services from an alternative provider if program beneficiary objects to the religious character of a

program participant. Contractor shall have a system in place to ensure that referral to an alternative provider or service reasonably meets the requirements of timeliness, capacity, accessibility, and equivalency. Referrals shall be made in a manner consistent with all applicable confidentiality laws, including, but not limited to 42 CFR Part 2 (Confidentiality of Alcohol and Drug Abuse Patient Records), and notices of such referrals shall be made to County in writing.

18. CONSTRUCTION: To the extent there are any rights, duties, obligations, or responsibilities enumerated in the recitals or otherwise in this Contract, they shall be deemed a part of the operative provisions of this Contract and are fully binding upon the parties.

19. CONFLICT OF TERMS: To the extent that there exists any conflict or inconsistency between the language of this Contract and that of any Exhibit(s), Attachment(s), and any documents incorporated herein by reference, the language found within this Contract shall govern and prevail.

20. CONTRACTOR'S OFFICES: Contractor's office is located at _____ . Contractor's business telephone number is (____) _____, facsimile (FAX) number is (____) _____, and electronic Mail (e-mail) address is _____. Contractor shall notify County, in writing, of any changes made to their business address, business telephone number, FAX number and/or e-mail address as listed herein, or any other business address, business telephone number, FAX number and/or e-mail address used in the provision of services herein, at least ten (10) calendar days prior to the effective date(s) thereof.

21. NOTICES: Notices hereunder shall be in writing and may either be delivered personally or sent by registered or certified mail, return receipt requested, postage prepaid, attention to the parties at the addresses listed below. Director is authorized to execute all notices or demands which are required or permitted by County under this Contract. Addresses and parties to be notified may be changed by providing at least ten (10) working days prior written notice to the other party.

A. Notices to County shall be addressed as follows:

- (1) Department of Public Health
Substance Abuse Prevention and Control
1000 South Fremont Avenue
Building A-9 East, Third Floor
Alhambra, California 91803

Attention: Director

- (2) Department of Public Health
Contracts and Grants Division
313 North Figueroa Street, 6th Floor-West
Los Angeles, California 90012-2659

Attention: Division Chief

B. Notices to Contractor shall be addressed as follows:

- (1) _____

Attention: _____

22. ADMINISTRATION OF CONTRACT:

A. County's Director of Public Health or his/her authorized designee(s) (hereafter collectively "Director") shall have the authority to administer this Contract on behalf of County. Contractor agrees to extend to Director the right to

review and monitor Contractor's programs, policies, procedures, and financial and/or other records, and to inspect its facilities for contractual compliance at any reasonable time.

B. Approval of Contractor's Staff: County has the absolute right to approve or disapprove all of the Contractor's staff performing work hereunder and any proposed changes in the Contractor's staff, including, but not limited to, the contractor's Project Manager.

C. Contractor's Staff Identification: All of Contractor's employees assigned to County facilities are required to have a County Identification (ID) badge on their person and visible at all times. Contractor bears all expense related to the badges.

D. Background and Security Investigations: Each of Contractor's staff performing services under this Contract, who is in a designated sensitive position, as determined by County in County's sole discretion, DMC provider's owner and key staff, and all individuals providing direct services to youths, shall undergo and pass a background investigation to the satisfaction of County as a condition of beginning and continuing to perform services under this Contract. Key staff means a person employed by or working as a contractor for the DMC provider and who has either supervisory duties or duties that give him or her access to money. Such background investigation must be obtained through fingerprints submitted to the California Department of Justice to include State, local, and federal-level review, which may include, but shall not be limited to, criminal conviction information. The fees associated with the background

investigation shall be at the expense of the Contractor, regardless if the member of Contractor's staff passes or fails the background investigation. Contractor shall perform the background check using County's mail code, routing results to the County.

If a member of Contractor's staff who is in a designated sensitive position or a key staff does not obtain work clearance through the criminal history background review, they may not be placed and/or assigned within the Department of Public Health. During the term of the Contract, the Department may receive subsequent criminal information. If this subsequent information constitutes a job nexus, the Contractor shall immediately remove staff from performing services under this Contract and replace such staff within fifteen (15) days of removal or within an agreed upon time with the County. Pursuant to an agreement with the Federal Department of Justice, the County will not provide to Contractor nor to Contractor's staff any information obtained through the County's criminal history review.

The contractor shall not employ an individual in a key position if the DOJ and/or FBI fingerprint results indicate a prior conviction or pending criminal trial for crimes related to fraud or abuse in a Mediare or Medi-Cal program.

Disqualification of any member of Contractor's staff pursuant to this section shall not relieve Contractor of its obligation to complete all work in accordance with the terms and conditions of this Contract.

23. ASSIGNMENT AND DELEGATION:

A. Contractor shall not assign its rights or delegate its duties under this Contract, or both, whether in whole or in part, without the prior written consent of County, in its discretion, and any attempted assignment or delegation without such consent shall be null and void. For purposes of this sub-paragraph, County consent shall require a written amendment to the Contract, which is formally approved and executed by the parties. Any payments by County to any approved delegate or assignee on any claim under this Contract shall be deductible, at County's sole discretion, against the claims, which Contractor may have against County.

B. Shareholders, partners, members, or other equity holders of Contractor may transfer, sell, exchange, assign, or divest themselves of any interest they may have therein. However, in the event any such transfer, exchange, assignment, or divestment is effected in such a way as to give majority control of Contractor to any person(s), corporation, partnership, or legal entity other than the majority controlling interest therein at the time of execution of the Contract, such disposition is an assignment requiring the prior written consent of County in accordance with applicable provisions of this Contract.

C. Any assumption, assignment, delegation, or takeover of any of the Contractor's duties, responsibilities, obligations, or performance of same by any entity other than Contractor, whether through assignment, subcontract, delegation, merger, buyout, or any other mechanism, with or without consideration for any reason whatsoever without County's express prior written approval, shall be a material breach of the Contract which may result in the

termination of this Contract. In the event of such termination, County shall be entitled to pursue the same remedies against Contractor as it could pursue in the event of default by Contractor.

24. AUTHORIZATION WARRANTY:

Contractor hereby represents and warrants that the person executing this Contract for Contractor is an authorized agent who has actual authority to bind Contractor to each and every term, condition, and obligation set forth in this Contract and that all requirements of Contractor have been fulfilled to provide such actual authority.

25. BUDGET REDUCTION:

In the event that the Board adopts, in any fiscal year, a County Budget which provides for reductions in the salaries and benefits paid to the majority of County employees and imposes similar reductions with respect to County Contracts, the County reserves the right to reduce its payment obligation under this Contract correspondingly for that fiscal year and any subsequent fiscal year during the term of this Contract (including any extensions), and the services to be provided by the Contractor under this Contract shall also be reduced correspondingly. County's notice to Contractor regarding said reduction in payment obligation shall be provided within thirty (30) calendar days of the Board's approval of such actions. Except as set forth in the preceding sentence, Contractor shall continue to provide all of the services set forth in this Contract.

26. CONTRACTOR BUDGET AND EXPENDITURES REDUCTION FLEXIBILITY:

In order for County to maintain flexibility with regard to budget and expenditure reductions, Contractor agrees that Director may cancel this Contract, without cause, upon the giving of ten (10) calendar days written notice to Contractor. In the alternative to cancellation, Director may, consistent with federal, State, and/or County budget reductions, renegotiate the scope/description of work, maximum obligation, and budget of this Contract via a written amendment to this Contract.

27. COMPLAINTS: The Contractor shall develop, maintain, and operate procedures for receiving, investigating, and responding to complaints.

A. Within 30 business days after Contract effective date, the Contractor shall provide the County with the Contractor's policy for receiving, investigating, and responding to user complaints.

B. The policy shall include, but not be limited to, when and how new clients as well as current and recurring clients are to be informed of the procedures to file a complaint.

C. The client and/or his/her authorized representative shall receive a copy of the procedure.

D. The County will review the Contractor's policy and provide the Contractor with approval of said policy or with requested changes.

E. If the County requests changes in the Contractor's policy, the Contractor shall make such changes and resubmit the plan within thirty (30) business days for County approval.

F. If, at any time, the Contractor wishes to change the Contractor's policy, the Contractor shall submit proposed changes to the County for approval before implementation.

G. The Contractor shall preliminarily investigate all complaints and notify the County's Project Manager of the status of the investigation within fifteen (15) business days of receiving the complaint.

H. When complaints cannot be resolved informally, a system of follow-through shall be instituted which adheres to formal plans for specific actions and strict time deadlines.

I. Copies of all written responses shall be sent to the County's Project Manager within three (3) business days of mailing to the complainant.

28. COMPLIANCE WITH APPLICABLE LAW:

A. In the performance of this Contract, Contractor shall comply with all applicable federal, State and local laws, rules, regulations, ordinances, directives, guidelines, policies and procedures, and all provisions required thereby to be included in this Contract are hereby incorporated herein by reference. To the extent that there is any conflict between federal and State or local laws, the former shall prevail.

B. Contractor shall indemnify, defend and hold harmless County, its officers, employees, and agents, from and against any and all claims, demands, damages, liabilities, losses, costs, and expenses, including, without limitation, defense costs and legal, accounting and other expert, consulting or professional fees, arising from, connected with, or related to any failure by Contractor, its

officers, employees, agents, or subcontractors, to comply with any such laws, rules, regulations, ordinances, directives, guidelines, policies, or procedures, as determined by County in its sole judgment. Any legal defense pursuant to Contractor's indemnification obligations under this Paragraph shall be conducted by Contractor and approved by County. Notwithstanding the preceding sentence, County shall have the right to participate in any such defense at its sole costs and expense, except that in the event Contractor fails to provide County with a full and adequate defense, as determined by county in its sole judgment, County shall be entitled to retain its own counsel, including limitation, County Counsel, and reimbursement from Contractor for all such costs and expenses incurred by County in doing so. Contractor shall not have the right to enter into settlement, agree to any injunction or other equitable relief, or make any admission, in each case, on behalf of County without County's prior written approval.

29. COMPLIANCE WITH CIVIL RIGHTS LAW:

The Contractor hereby assures that it will comply with Subchapter VI of the Civil Rights Act of 1964, 42 USC Sections 2000 (e) (1) through 2000 (e) (17), to the end that no person shall, on the grounds of race, creed, color, sex, religion, ancestry, age, condition of physical handicap, marital status, political affiliation, or national origin, be excluded from participation in, be denied the benefits of, or be otherwise subjected to discrimination under this Contract or under any project, program, or activity supported by this Contract. The Contractor shall comply with Exhibit D – Contractor's EEO Certification.

30. COMPLIANCE WITH THE COUNTY'S JURY SERVICE PROGRAM:

A. Jury Service Program: This Contract is subject to the provisions of the County's ordinance entitled Contractor Employee Jury Service ("Jury Service Program") as codified in Sections 2.203.010 through 2.203.090 of the Los Angeles County Code, a copy of which is available on the internet at <http://publichealth.lacounty.gov/cg/index.htm>

B. Written Employee Jury Service Policy:

(1) Unless the Contractor has demonstrated to the County's satisfaction either that the Contractor is not a "Contractor" as defined under the Jury Service Program (Section 2.203.020 of the County Code) or that the Contractor qualifies for an exception to the Jury Service Program (Section 2.203.070 of the County Code), the Contractor shall have and adhere to a written policy that provides that its Employees shall receive from the Contractor, on an annual basis, no less than five days of regular pay for actual jury service. The policy may provide that Employees deposit any fees received for such jury service with the Contractor or that the Contractor deduct from the Employee's regular pay the fees received for jury service.

(2) For purposes of this sub-paragraph, "Contractor" means a person, partnership, corporation or other entity which has a contract with the County or a subcontract with a County Contractor and has received or will receive an aggregate sum of \$50,000 or more in any 12-month period under one or more County contracts or subcontracts. "Employee" means

any California resident who is a full-time employee of the Contractor.

“Full-time” means forty (40) hours or more worked per week, or a lesser number of hours if: 1) the lesser number is a recognized industry standard as determined by the County, or 2) Contractor has a long-standing practice that defines the lesser number of hours as full-time.

Full-time employees providing short-term, temporary services of 90 days or less within a 12-month period are not considered full-time for purposes of the Jury Service Program. If the Contractor uses any Subcontractor to perform services for the County under the Contract, the Subcontractor shall also be subject to the provisions of this sub-paragraph. The provisions of this sub-paragraph shall be inserted into any such subcontract agreement and a copy of the Jury Service Program shall be attached to the Contract.

(3) If the Contractor is not required to comply with the Jury Service Program when the Contract commences, the Contractor shall have a continuing obligation to review the applicability of its “exception status” from the Jury Service Program, and the Contractor shall immediately notify the County if the Contractor at any time either comes within the Jury Service Program’s definition of “Contractor” or if the Contractor no longer qualifies for an exception to the Jury Service Program. In either event, the Contractor shall immediately implement a written policy consistent with the Jury Service Program. The County may also require, at any time during the Contract and at its sole discretion, that

the Contractor demonstrate, to the County's satisfaction that the Contractor either continues to remain outside of the Jury Service Program's definition of "Contractor" and/or that the Contractor continues to qualify for an exception to the Program.

(4) Contractor's violation of this sub-paragraph of the Contract may constitute a material breach of the Contract. In the event of such material breach, County may, at its sole discretion, terminate the Contract and/or bar the Contractor from the award of future County contracts for a period of time consistent with the seriousness of the breach.

31. CONFLICT OF INTEREST:

A. No County employee whose position with the County enables such employee to influence the award of this Contract or any competing Contract, and no spouse or economic dependent of such employee, shall be employed in any capacity by the Contractor or have any other direct or indirect financial interest in this Contract. No officer or employee of the Contractor who may financially benefit from the performance of work hereunder shall in any way participate in the County's approval, or ongoing evaluation, of such work, or in any way attempt to unlawfully influence the County's approval or ongoing evaluation of such work.

B. The Contractor shall comply with all conflict of interest laws, ordinances, and regulations now in effect or hereafter to be enacted during the term of this Contract. The Contractor warrants that it is not now aware of any facts that create a conflict of interest. If the Contractor hereafter becomes aware of any facts that might reasonably be expected to create a conflict of interest, it

shall immediately make full written disclosure of such facts to the County. Full written disclosure shall include, but is not limited to, identification of all persons implicated and a complete description of all relevant circumstances. Failure to comply with the provisions of this sub-paragraph shall be a material breach of this Contract.

32. CONSIDERATION OF HIRING GAIN/GROW PROGRAM

PARTICIPANTS:

A. Should the Contractor require additional or replacement personnel after the effective date of this Contract, the Contractor shall give consideration for any such employment openings to participants in the County's Department of Public Social Services Greater Avenues for Independence (GAIN) Program or General Relief Opportunity for Work (GROW) Program who meet the Contractor's minimum qualifications for the open position. For this purpose, consideration shall mean that the Contractor will interview qualified candidates. The County will refer GAIN/GROW participants by job category to the Contractor.

B. In the event that both laid-off County employees and GAIN/GROW participants are available for hiring, County employees shall be given first priority.

33. CONTRACTOR RESPONSIBILITY AND DEBARMENT:

A. Responsible Contractor: A responsible Contractor is a Contractor who has demonstrated the attribute of trustworthiness, as well as quality, fitness, capacity and experience to satisfactorily perform the contract. It is the County's policy to conduct business only with responsible Contractors.

B. Chapter 2.202 of the County Code: The Contractor is hereby notified that, in accordance with Chapter 2.202 of the County Code, if the County acquires information concerning the performance of the Contractor on this or other contracts which indicates that the Contractor is not responsible, the County may, in addition to other remedies provided in the Contract, debar the Contractor from bidding or proposing on, or being awarded, and/or performing work on County contracts for a specified period of time, which generally will not exceed five years but may exceed five years or be permanent if warranted by the circumstances, and terminate any or all existing Contracts the Contractor may have with the County.

C. Non-Responsible Contractor: The County may debar a Contractor if the Board of Supervisors finds, at its discretion, that the Contractor has done any of the following: (1) violated a term of a contract with the County or a nonprofit corporation created by the County, (2) committed an act or omission which negatively reflects on the Contractor's quality, fitness or capacity to perform a contract with the County, any other public entity, or a nonprofit corporation created by the County, or engaged in a pattern or practice which negatively reflects on same, (3) committed an act or offense which indicates a lack of business integrity or business honesty, or (4) made or submitted a false claim against the County or any other public entity.

D. Contractor Hearing Board: If there is evidence that the Contractor may be subject to debarment, the Department will notify the Contractor in writing of the evidence which is the basis for the proposed debarment and will advise the

Contractor of the scheduled date for a debarment hearing before the Contractor Hearing Board.

E. The Contractor Hearing Board will conduct a hearing where evidence on the proposed debarment is presented. The Contractor and/or the Contractor's representative shall be given an opportunity to submit evidence at that hearing. After the hearing, the Contractor Hearing Board shall prepare a tentative proposed decision, which shall contain a recommendation regarding whether the Contractor should be debarred, and, if so, the appropriate length of time of the debarment. The Contractor and the Department shall be provided an opportunity to object to the tentative proposed decision prior to its presentation to the Board of Supervisors.

F. After consideration of any objections, or if no objections are submitted, a record of the hearing, the proposed decision, and any other recommendation of the Contractor Hearing Board shall be presented to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

G. If a Contractor has been debarred for a period longer than five (5) years, that Contractor may after the debarment has been in effect for at least five (5) years, submit a written request for review of the debarment determination to reduce the period of debarment or terminate the debarment. The County may, in its discretion, reduce the period of debarment or terminate the debarment if it finds that the Contractor has adequately demonstrated one or more of the

following: (1) elimination of the grounds for which the debarment was imposed; (2) a bona fide change in ownership or management; (3) material evidence discovered after debarment was imposed; or (4) any other reason that is in the best interest of the County.

H. The Contractor Hearing Board will consider a request for review of a debarment determination only where (1) the Contractor has been debarred for a period longer than five (5) years; (2) the debarment has been in effect for at least five (5) years; and (3) the request is in writing, states one or more of the grounds for reduction of the debarment period or termination of the debarment, and includes supporting documentation. Upon receiving an appropriate request, the Contractor Hearing Board will provide notice of the hearing on the request. At the hearing, the Contractor Hearing Board shall conduct a hearing where evidence on the proposed reduction of debarment period or termination of debarment is presented. This hearing shall be conducted and the request for review decided by the Contractor Hearing Board pursuant to the same procedures as for a debarment hearing.

I. The Contractor Hearing Board's proposed decision shall contain a recommendation on the request to reduce the period of debarment or terminate the debarment. The Contractor Hearing Board shall present its proposed decision and recommendation to the Board of Supervisors. The Board of Supervisors shall have the right to modify, deny, or adopt the proposed decision and recommendation of the Contractor Hearing Board.

J. Subcontractors of Contractor: These terms shall also apply to Subcontractors of County Contractors.

34. CONTRACTOR'S ACKNOWLEDGEMENT OF COUNTY'S COMMITMENT TO THE SAFELY SURRENDERED BABY LAW:

The Contractor acknowledges that the County places a high priority on the implementation of the Safely Surrendered Baby Law. The Contractor understands that it is the County's policy to encourage all County Contractors to voluntarily post the County's "Safely Surrendered Baby Law" poster in a prominent position at the Contractor's place of business. The Contractor will also encourage its Subcontractors, if any, to post this poster in a prominent position in the Subcontractor's place of business. The County's Department of Children and Family Services will supply the Contractor with the poster to be used. Information on how to receive the poster can be found on the Internet at www.babysafela.org

35. CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

A. The Contractor acknowledges that the County has established a goal of ensuring that all individuals who benefit financially from the County through Contracts are in compliance with their court-ordered child, family and spousal support obligations in order to mitigate the economic burden otherwise imposed upon the County and its taxpayers.

B. As required by the County's Child Support Compliance Program (County Code Chapter 2.200) and without limiting the Contractor's duty under this Contract to comply with all applicable provisions of law, the Contractor warrants

that it is now in compliance and shall during the term of this Contract maintain in compliance with employment and wage reporting requirements as required by the Federal Social Security Act (42 USC Section 653a) and California Unemployment Insurance Code Section 1088.5, and shall implement all lawfully served Wage and Earnings Withholding Orders or Child Support Services Department Notices of Wage and Earnings Assignment for Child, Family or Spousal Support, pursuant to Code of Civil Procedure Section 706.031 and Family Code Section 5246(b).

36. COUNTY'S QUALITY ASSURANCE PLAN:

County or its agent will evaluate Contractor's performance under this Contract on not less than an annual basis. Such evaluation will include assessing Contractor's compliance with all Contract terms and performance standards. Contractor deficiencies which County determines are severe or continuing and that may place performance of this Contract in jeopardy if not corrected will be reported to the Board of Supervisors. The report will include improvement/corrective action measures taken by County and Contractor. If improvement does not occur consistent with the corrective action measures, County may terminate this Contract or impose other penalties as specified in this Contract.

The County maintains databases that track/monitor contractor performance history. Information entered into such databases may be used for a variety of purposes, including determining whether the County will exercise a contract term extension option.

37. SERVICE DELIVERY SITE - MAINTENANCE STANDARDS:

Contractor shall assure that the locations where services are provided under provisions of this Contract are operated at all times in accordance with County

community standards with regard to property maintenance and repair, graffiti abatement, refuse removal, fire safety, landscaping, and in full compliance with all applicable local laws, ordinances, and regulations relating to the property. County's periodic monitoring visits to Contractor's facilities shall include a review of compliance with the provisions of this Paragraph.

38. RULES AND REGULATIONS:

During the time that Contractor's personnel are at County Facilities such persons shall be subject to the rules and regulations of such County Facility. It is the responsibility of Contractor to acquaint persons who are to provide services hereunder with such rules and regulations. Contractor shall immediately and permanently withdraw any of its personnel from the provision of services hereunder upon receipt of oral or written notice from Director, that (1) such person has violated said rules or regulations, or (2) such person's actions, while on County premises, indicate that such person may do harm to County patients, staff, or other individuals.

39. DAMAGE TO COUNTY FACILITIES, BUILDINGS OR GROUNDS:

A. The Contractor shall repair, or cause to be repaired, at its own cost, any and all damage to County facilities, buildings, or grounds caused by the Contractor or employees or agents of the Contractor. Such repairs shall be made immediately after the Contractor has become aware of such damage, but in no event later than thirty (30) days after the occurrence.

B. If the Contractor fails to make timely repairs, County may make any necessary repairs. All costs incurred by County, as determined by County, for such repairs shall be repaid by the Contractor by cash payment upon demand.

40. EMPLOYMENT ELIGIBILITY VERIFICATION:

A. The Contractor warrants that it fully complies with all federal and State statutes and regulations regarding the employment of aliens and others and that all its employees performing work under this Contract meet the citizenship or alien status requirements set forth in federal and State statutes and regulations. The Contractor shall obtain, from all employees performing work hereunder, all verification and other documentation of employment eligibility status required by federal and State statutes and regulations including, but not limited to, the Immigration Reform and Control Act of 1986, (P.L. 99-603), or as they currently exist and as they may be hereafter amended. The Contractor shall retain all such documentation for all covered employees for the period prescribed by law.

B. The Contractor shall indemnify, defend, and hold harmless, the County, its agents, officers, and employees from employer sanctions and any other liability which may be assessed against the Contractor or the County or both in connection with any alleged violation of any federal or State statutes or regulations pertaining to the eligibility for employment of any persons performing work under this Contract.

41. FACSIMILE REPRESENTATIONS:

The County and the Contractor hereby agree to accept facsimile representations of original signatures of authorized officers of each party, when appearing in appropriate places on time-sensitive Amendments prepared pursuant to the ALTERATION OF TERMS/AMENDMENTS Paragraph of this Contract, and received via communications

facilities, as legally sufficient evidence that such original signatures have been affixed to Amendments to this Contract. The facsimile transmission of such documents must be followed by subsequent (non-facsimile) transmission of “original” versions of such documents within five working days.

42. FAIR LABOR STANDARDS:

The Contractor shall comply with all applicable provisions of the Federal Fair Labor Standards Act and shall indemnify, defend, and hold harmless the County and its agents, officers, and employees from any and all liability, including, but not limited to, wages, overtime pay, liquidated damages, penalties, court costs, and attorneys' fees arising under any wage and hour law, including, but not limited to, the Federal Fair Labor Standards Act, for work performed by the Contractor's employees for which the County may be found jointly or solely liable.

43. FISCAL DISCLOSURE:

Contractor shall prepare and submit to Director, within ten (10) calendar days following execution of this Contract a statement, executed by Contractor's duly constituted officers, containing the following information: (1) A detailed statement listing all sources of funding to Contractor including private contributions. The statement shall include the nature of the funding, services to be provided, total dollar amount, and period of time of such funding; and (2) If during the term of this Contract, the source(s) of Contractor's funding changes, Contractor shall promptly notify Director in writing, detailing such changes.

44. CONTRACTOR PERFORMANCE DURING CIVIL UNREST OR DISASTER:

Contractor recognizes that County provides essential services to the residents of the communities they serve, and that these services are of particular importance at the time of a riot, insurrection, civil unrest, natural disaster, or similar event.

Notwithstanding any other provision of this Contract, full performance by Contractor during any riot, strike, insurrection, civil unrest, natural disaster, or similar event is not excused if such performance remains physically possible. Failure to comply with this requirement shall be considered a material breach by Contractor for which Director may suspend or County may immediately terminate this Contract.

45. GOVERNING LAW, JURISDICTION, AND VENUE:

This Contract shall be governed by, and construed in accordance with, the laws of the State of California. The Contractor agrees and consents to the exclusive jurisdiction of the courts of the State of California for all purposes regarding this Contract and further agrees and consents that venue of any action brought hereunder shall be exclusively in the County of Los Angeles.

46. INDEPENDENT CONTRACTOR STATUS:

A. This Contract is by and between the County and the Contractor and is not intended, and shall not be construed, to create the relationship of agent, servant, employee, partnership, joint venture, or association, as between the County and the Contractor. The employees and agents of one party shall not be, or be construed to be, the employees or agents of the other party for any purpose whatsoever.

B. The Contractor shall be solely liable and responsible for providing to, or on behalf of, all persons performing work pursuant to this Contract all

compensation and benefits. The County shall have no liability or responsibility for the payment of any salaries, wages, unemployment benefits, disability benefits, Federal, State, or local taxes, or other compensation, benefits, or taxes for any personnel provided by or on behalf of the Contractor.

C. The Contractor understands and agrees that all persons performing work pursuant to this Contract are, for purposes of Workers' Compensation liability, solely employees of the Contractor and not employees of the County. The Contractor shall be solely liable and responsible for furnishing any and all Workers' Compensation benefits to any person as a result of any injuries arising from or connected with any work performed by or on behalf of the Contractor pursuant to this Contract.

D. The Contractor shall adhere to the provisions stated in the CONFIDENTIALITY Paragraph of this Contract.

47. LICENSES, PERMITS, REGISTRATIONS, ACCREDITATIONS, AND CERTIFICATES:

Contractor shall obtain and maintain during the term of this Contract, all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder. Contractor shall ensure that all of its officers, employees, and agents who perform services hereunder obtain and maintain in effect during the term of this Contract, all licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law which are applicable to their performance hereunder. Contractor shall provide a copy of each license, permit, registration, accreditation, and

certificate upon request of County's Department of Public Health (DPH) - at any time during the term of this Contract. Contractor failure to obtain and maintain all appropriate licenses, permits, registrations, accreditations, and certificates required by federal, State, and local law for the operation of its business and for the provision of services hereunder, may result in the suspension or termination of Contract.

48. NONDISCRIMINATION IN SERVICES:

A. Contractor shall not discriminate in the provision of services hereunder because of race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, or condition of physical or mental disability, in accordance with requirements of federal and State laws, or in any manner on the basis of the client's/patient's sexual orientation. For the purpose of this Paragraph, discrimination in the provision of services may include, but is not limited to, the following: denying any person any service or benefit or the availability of the facility; providing any service or benefit to any person which is not equivalent, or is provided in a non-equivalent manner, or at a non-equivalent time, from that provided to others; subjecting any person to segregation or separate treatment in any manner related to the receipt of any service; restricting any person in any way in the enjoyment of any advantage or privilege enjoyed by others receiving any service or benefit; and treating any person differently from others in determining admission, enrollment quota, eligibility, membership, or any other requirements or conditions which persons must meet in order to be provided any service or benefit. Contractor shall take affirmative action to ensure that intended beneficiaries of this Contract are

provided services without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation.

B. Facility Access for handicapped must comply with the Rehabilitation Act of 1973, Section 504, where federal funds are involved, and the Americans with Disabilities Act. Contractor shall further establish and maintain written procedures under which any person, applying for or receiving services hereunder, may seek resolution from Contractor of a complaint with respect to any alleged discrimination in the provision of services by Contractor's personnel. Such procedures shall also include a provision whereby any such person, who is dissatisfied with Contractor's resolution of the matter, shall be referred by Contractor to the Director, for the purpose of presenting his or her complaint of alleged discrimination. Such procedures shall also indicate that if such person is not satisfied with County's resolution or decision with respect to the complaint of alleged discrimination, he or she may appeal the matter to the State Department of Health Services' Affirmative Action Division. At the time any person applies for services under this Contract, he or she shall be advised by Contractor of these procedures, as identified hereinabove, shall be posted by Contractor in a conspicuous place, available and open to the public, in each of Contractor's facilities where services are provided hereunder.

49. NONDISCRIMINATION IN EMPLOYMENT:

A. Contractor certifies and agrees, pursuant to the Americans with Disabilities Act, the Rehabilitation Act of 1973, and all other federal and State

laws, as they now exist or may hereafter be amended, that it shall not discriminate against any employee or applicant for employment because of, race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation or condition of physical or mental disability, or sexual orientation. Contractor shall take affirmative action to ensure that qualified applicants are employed, and that employees are treated during employment, without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation in accordance with requirements of federal and State laws. Such action shall include, but shall not be limited to the following: employment, upgrading, demotion, transfer, recruitment or recruitment advertising, layoff or termination, rates of pay or other form of compensation, and selection for training, including apprenticeship. Contractor shall post in conspicuous places in each of Contractor's facilities providing services hereunder, positions available and open to employees and applicants for employment, and notices setting forth the provision of this Paragraph.

B. Contractor shall, in all solicitations or advertisements for employees placed by or on behalf of Contractor, state that all qualified applicants shall receive consideration for employment without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

C. Contractor shall send to each labor union or representative of workers with which it has a collective bargaining agreement or other contract of understanding a notice advising the labor union or workers' representative of Contractor's commitments under this Paragraph.

D. Contractor certifies and agrees that it shall deal with its subcontractors, bidders, or vendors without regard to race, color, religion, national origin, ethnic group identification, ancestry, sex, age, marital status, political affiliation, condition of physical or mental disability, or sexual orientation, in accordance with requirements of federal and State laws.

E. Contractor shall allow federal, State, and County representatives, duly authorized by Director, access to its employment records during regular business hours in order to verify compliance with the anti-discrimination provision of this Paragraph. Contractor shall provide such other information and records as such representatives may require in order to verify compliance with the anti-discrimination provisions of this Paragraph.

F. If County finds that any provisions of the Paragraph have been violated, the same shall constitute a material breach of Contract upon which Director may suspend or County may determine to terminate this Contract. While County reserves the right to determine independently that the anti-discrimination provisions of this Contract have been violated, in addition, a determination by the California Fair Employment and Housing Commission or the Federal Equal Employment Opportunity commission that Contractor has violated Federal Equal Employment Opportunity Commission that Contractor has violated

federal or State anti-discrimination laws shall constitute a finding by County that Contractor has violated the anti-discrimination provisions of this Contract.

G. The parties agree that in the event Contractor violates any of the anti-discrimination provisions of the Paragraph, County shall be entitled, at its option, to the sum of Five Hundred Dollars (\$500) pursuant to California Civil Code Section 1671 as liquidated damages in lieu of canceling, terminating, or suspending this Contract.

50. NON-EXCLUSIVITY:

Nothing herein is intended nor shall be construed as creating any exclusive arrangement with the Contractor. This Contract shall not restrict the Department from acquiring similar, equal, or like goods and/or services from other entities or sources.

51. NOTICE OF DELAYS:

Except as otherwise provided under this Contract, when either party has knowledge that any actual or potential situation is delaying or threatens to delay the timely performance of this Contract, that party shall, within one (1) business day, give notice thereof, including all relevant information with respect thereto, to the other party.

52. NOTICE OF DISPUTES:

The Contractor shall bring to the attention of the County's Project Manager and/or County's Project Director any dispute between the County and the Contractor regarding the performance of services as stated in this Contract. If the County's Project Manager or County's Project Director is not able to resolve the dispute, the Director shall resolve it.

53. NOTICE TO EMPLOYEES REGARDING THE FEDERAL EARNED INCOME CREDIT:

The Contractor shall notify its employees, and shall require each Subcontractor to notify its employees, that they may be eligible for the Federal Earned Income Credit under the federal income tax laws. Such notice shall be provided in accordance with the requirements set forth in Internal Revenue Service Notice No. 1015.

54. NOTICE TO EMPLOYEES REGARDING THE SAFELY SURRENDERED BABY LAW:

The Contractor shall notify and provide to its employees, and shall require each Subcontractor to notify and provide to its employees, a fact sheet regarding the Safely Surrendered Baby Law, its implementation in Los Angeles County, and where and how to safely surrender a baby. The fact sheet is available on the Internet at www.babysafela.org for printing purposes.

55. PROHIBITION AGAINST INDUCEMENT OR PERSUASION:

Notwithstanding the above, the Contractor and the County agree that, during the term of this Contract and for a period of one year thereafter, neither party shall in any way intentionally induce or persuade any employee of one party to become an employee or agent of the other party. No bar exists against any hiring action initiated through a public announcement.

56. PROHIBITION AGAINST PERFORMANCE OF SERVICES WHILE UNDER THE INFLUENCE:

Contractor shall ensure that no employee or physician performs services while under the influence of any alcoholic beverage, medication, narcotic, or other substance that might impair his/her physical or mental performance.

57. PUBLIC RECORDS ACT:

A. Any documents submitted by the Contractor; all information obtained in connection with the County's right to audit and inspect the Contractor's documents, books, and accounting records pursuant to the RECORD RETENTION AND AUDITS Paragraph of this Contract; as well as those documents which were required to be submitted in response to the Request for Proposals (RFP) used in the solicitation process for this Contract, become the exclusive property of the County. All such documents become a matter of public record and shall be regarded as public records. Exceptions will be those elements in the California Government Code Section 6250 et seq. (Public Records Act) and which are marked "trade secret", "confidential", or "proprietary". The County shall not in any way be liable or responsible for the disclosure of any such records including, without limitation, those so marked, if disclosure is required by law, or by an order issued by a court of competent jurisdiction.

B. In the event the County is required to defend an action on a Public Records Act request for any of the aforementioned documents, information, books, records, and/or contents of a proposal marked "trade secret", "confidential", or "proprietary", the Contractor agrees to defend and indemnify the County from all costs and expenses, including reasonable attorney's fees, in action or liability arising under the Public Records Act.

58. PURCHASES:

A. Purchase Practices: Contractor shall fully comply with all federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, in acquiring all furniture, fixtures, equipment, materials, and supplies.

Such items shall be acquired at the lowest possible price or cost if funding is provided for such purposes hereunder.

B. Proprietary Interest of County: In accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives, County shall retain all proprietary interest, except for use during the term of this Contract, in all furniture, fixtures, equipment, materials, and supplies, purchased or obtained by Contractor using any contract funds designated for such purpose. Upon the expiration or earlier termination of this Contract, the discontinuance of the business of Contractor, the failure of Contractor to comply with any of the provisions of this Contract, the bankruptcy of Contractor or its giving an assignment for the benefit of creditors, or the failure of Contractor to satisfy any judgment against it within thirty (30) calendar days of filing, County shall have the right to take immediate possession of all such furniture, removable fixtures, equipment, materials, and supplies, without any claim for reimbursement whatsoever on the part of Contractor. Contractor, in conjunction with County, shall attach identifying labels on all such property indicating the proprietary interest of County.

C. Inventory Records, Controls, and Reports: Contractor shall maintain accurate and complete inventory records and controls for all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose. Annually, Contractor shall provide Director with an accurate and complete inventory report of all furniture, fixtures,

equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose.

D. Protection of Property in Contractor's Custody: Contractor shall maintain vigilance and take all reasonable precautions, to protect all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any contract funds designated for such purpose, against any damage or loss by fire, burglary, theft, disappearance, vandalism, or misuse. Contractor shall contact Director, for instructions for disposition of any such property which is worn out or unusable.

E. Disposition of Property in Contractor's Custody: Upon the termination of the funding of any program covered by this Contract, or upon the expiration or earlier termination of this Contract, or at any other time that County may request, Contractor shall: (1) provide access to and render all necessary assistance for physical removal by Director or his authorized representatives of any or all furniture, fixtures, equipment, materials, and supplies, purchased or obtained using any County funds designated for such purpose, in the same condition as such property was received by Contractor, reasonable wear and tear expected; or (2) at Director's option, deliver any or all items of such property to a location designated by Director. Any disposition, settlement, or adjustment connected with such property shall be in accordance with all applicable federal, State, and County laws, ordinances, rules, regulations, manuals, guidelines, and directives.

59. REAL PROPERTY AND BUSINESS OWNERSHIP DISCLOSURE:

A. Real Property Disclosure: If Contractor is renting, leasing, or subleasing, or is planning to rent, lease, or sublease, any real property where persons are to receive services hereunder, Contractor shall prepare and submit to Director within ten (10) calendar days following execution of this Contract, an affidavit sworn to and executed by Contractor's duly constituted officers, containing the following information:

(1) The location by street address and city of any such real property.

(2) The fair market value of any such real property as such value is reflected on the most recently issued County Tax Collector's tax bill.

(3) A detailed description of all existing and pending rental agreements, leases, and subleases with respect to any such real property, such description to include: the term (duration) of such rental agreement, lease or sublease; the amount of monetary consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease or sublease; the type and dollar value of any other consideration to be paid to the lessor or sublessor over the term of the rental agreement, lease, or sublease; the full names and addresses of all parties who stand in the position of lessor or sublessor; if the lessor or sublessor is a private corporation and its shares are not publicly traded (on a stock exchange or over-the-counter), a listing by full names of all officers, directors, and

stockholders thereof; and if the lessor or sublessor is a partnership, a listing by full names of all general and limited partners thereof.

(4) A listing by full names of all Contractor's officers, directors, members of its advisory boards, members of its staff and consultants, who have any family relationships by marriage or blood with a lessor or sublessor referred to in sub-paragraph (3) immediately above, or who have any financial interest in such lessor's or sublessor's business, or both. If such lessor or sublessor is a corporation or partnership, such listing shall also include the full names of all Contractor's officers, members of its advisory boards, members of its staff and consultants, who have any family relationship, by marriage or blood, to an officer, director, or stockholder of the corporation, or to any partner of the partnership. In preparing the latter listing, Contractor shall also indicate the names (s) of the officer(s), director(s), stockholder(s), or partner(s), as appropriate, and the family relationship which exists between such person(s) and Contractor's representatives listed.

(5) If a facility of Contractor is rented or leased from a parent organization or individual who is a common owner (as defined by Federal Health Insurance Manual 15, Chapter 10, Paragraph 1002.2), Contractor shall only charge the program for costs of ownership. Costs of ownership shall include depreciation, interest, and applicable taxes.

True and correct copies of all written rental agreements, leases, and subleases with respect to any such real property shall be appended to such affidavit and made a part thereof.

B. Business Ownership Disclosure: Contractor shall prepare and submit to Director, upon request, a detailed statement, executed by Contractor's duly constituted officers, indicating whether Contractor totally or partially owns any other business organization that will be providing services, supplies, materials, or equipment to Contractor or in any manner does business with Contractor under this Contract. If during the term of this Contract the Contractor's ownership of other businesses dealing with Contractor under this Contract changes, Contractor shall notify Director in writing of such changes within thirty (30) calendar days prior to the effective date thereof.

60. REPORTS:

Contractor shall make reports as required by County concerning Contractor's activities and operations as they relate to this Contract and the provision of services hereunder. In no event, however may County require such reports unless Director has provided Contractor with at least thirty (30) calendar days' prior written notification thereof. Director's notification shall provide Contractor with a written explanation of the procedures for reporting the information required.

61. RECYCLED CONTENT BOND PAPER:

Consistent with the Board of Supervisors' policy to reduce the amount of solid waste deposited at County landfills, Contractor agrees to use recycled-content bond

paper to the maximum extent possible in connection with services to be performed by Contractor under this Contract.

62. SOLICITATION OF BIDS OR PROPOSALS:

Contractor acknowledges that County, prior to expiration or earlier termination of this Contract, may exercise its right to invite bids or request proposals for the continued provision of the services delivered or contemplated under this Contract. County and its Department of Public Health (DPH) shall make the determination to re-solicit bids or request proposals in accordance with applicable County policies.

Contractor acknowledges that County may enter into a contract for the future provision of services, based upon the bids or proposals received, with a provider or providers other than Contractor. Further, Contractor acknowledges that it obtains no greater right to be selected through any future invitation for bids or request for proposals by virtue of its present status as Contractor.

63. STAFFING AND TRAINING/STAFF DEVELOPMENT:

Contractor shall operate continuously throughout the term of this Contract with at least the minimum number of staff required by County. Such personnel shall be qualified in accordance with standards established by County. In addition, Contractor shall comply with any additional staffing requirements which may be included in the Exhibits attached hereto.

During the term of this Contract, Contractor shall have available and shall provide upon request to authorized representatives of County, a list of persons by name, title, professional degree, salary, and experience who are providing services hereunder. Contractor also shall indicate on such list which persons are appropriately qualified to

perform services hereunder. If an executive director, program director, or supervisory position becomes vacant during the term of this Contract, Contractor shall, prior to filling said vacancy, notify County's Director. Contractor shall provide the above set forth required information to County's Director regarding any candidate prior to any appointment. Contractor shall institute and maintain appropriate supervision of all persons providing services pursuant to this Contract.

Contractor shall institute and maintain a training/staff development program pertaining to those services described in the Exhibit(s) attached hereto. Appropriate training/staff development shall be provided for treatment, administrative, and support personnel. Participation of treatment and support personnel in training/staff development should include in-service activities. Such activities shall be planned and scheduled in advance; and shall be conducted on a continuing basis. Contractor shall develop and institute a plan for an annual evaluation of such training/staff development program.

64. SUBCONTRACTING:

A. For purposes of this Contract, subcontracts must be approved in advance in writing by Director or his/her authorized designee(s). Contractor's request to Director for approval of a subcontract shall include:

(1) Identification of the proposed subcontractor, (who shall be licensed as appropriate for provision of subcontract services), and an explanation of why and how the proposed subcontractor was selected, including the degree of competition involved.

(2) A detailed description of the services to be provided by the subcontract.

(3) The proposed subcontract amount and manner of compensation, if any, together with Contractor's cost or price analysis thereof.

(4) A copy of the proposed subcontract. (Any later modification of such subcontract shall take the form of a formally written subcontract amendment which also must be approved in writing by the Director in the same manner as described above, before such amendment is effective.)

(5) Any other information and/or certification(s) requested by Director.

B. Director shall review Contractor's request to subcontract and shall determine, in his/her sole discretion, whether or not to consent to such a request on a case-by-case basis.

C. Subcontracts shall be made in the name of Contractor and shall not bind nor purport to bind County. The making of subcontracts hereunder shall not relieve Contractor of any requirement under this Contract, including, but not limited to, the duty to properly supervise and coordinate the work of subcontractors. Further, Director's approval of any subcontract shall also not be construed to limit in any way, any of County's rights or remedies contained in this Contract.

D. In the event that Director consents to any subcontracting, Contractor shall be solely liable and responsible for any and all payments or

other compensation to all subcontractors, and their officers, employees, and agents.

E. In the event that Director consents to any subcontracting, such consent shall be provisional, and shall not waive the County's right to later withdraw that consent when such action is deemed by County to be in its best interest. County shall not be liable or responsible in any way to Contractor, or any subcontractor, for any liability, damages, costs, or expenses, arising from or related to County's exercising of such a right.

F. The County's consent to subcontract shall not waive the County's right to prior and continuing approval of any and all personnel, including Subcontractor employees, providing services under this Contract. The Contractor is responsible to notify its Subcontractors of this County right.

G. Subcontracts shall contain the following provision: "This contract is a subcontract under the terms of a prime contract with the County of Los Angeles and shall be subject to all of the provisions of such prime contract." Further, Contractor shall also reflect as subcontractor requirements in the subcontract form all of the requirements of the INDEMNIFICATION, GENERAL PROVISIONS FOR ALL INSURANCE COVERAGES, INSURANCE COVERAGE REQUIREMENTS, COMPLIANCE WITH APPLICABLE LAW, CONFLICT OF TERMS and ALTERATION OF TERMS Paragraphs and all of the provisions of this Contract.

Contractor shall deliver to Director a fully executed copy of each subcontract entered into by Contractor, as it pertains to the provision of services

under this Contract, on or immediately after the effective date of the subcontract, but in no event, later than the date and any services are to be performed under the subcontract.

H. The Contractor shall obtain certificates of insurance which establish that the Subcontractor maintains all the programs of insurance required by the County from each approved Subcontractor.

I. Director is hereby authorized to act for and on behalf of County pursuant to this Paragraph, including but not limited to, consenting to any subcontracting.

J. The Contractor shall indemnify and hold the County harmless with respect to the activities of each and every Subcontractor in the same manner and to the same degree as if such Subcontractor(s) were the Contractor employees.

K. The Contractor shall remain fully responsible for all performances required of it under this Contract, including those that the Contractor has determined to subcontract, notwithstanding the County's approval of the Contractor's proposed subcontract.

65. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM:

Failure of the Contractor to maintain compliance with the requirements set forth in Paragraph 35, CONTRACTOR'S WARRANTY OF ADHERENCE TO COUNTY'S CHILD SUPPORT COMPLIANCE PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to the County under any other provision of this Contract, failure of the Contractor to cure such default within ninety

(90) calendar days of written notice shall be grounds upon which the County may terminate this Contract pursuant to, Paragraph 67, TERMINATION FOR DEFAULT, herein, and pursue debarment of the Contractor, pursuant to County Code Chapter 2.202.

66. TERMINATION FOR CONVENIENCE: The performance of services under this Contract may be terminated immediately, with or without cause, in whole or in part, from time to time when such action is deemed by County to be in its best interest. Termination of services hereunder shall be effected by delivery to Contractor of a written Notice of Termination specifying the extent to which performance of services under this Contract is terminated and the date upon which such termination becomes effective.

After receipt of a Notice of Termination and except as otherwise directed by County, Contractor shall:

A. Stop services under this Contract on the date and to the extent specified in such Notice of Termination; and

B. Complete performance of such part of the services as shall not have been terminated by such Notice of Termination.

Further, after receipt of a Notice of Termination, Contractor shall submit to County, in the form and with the certifications as may be prescribed by County, its termination claim and invoice. Such claim and invoice shall be submitted promptly, but not later than sixty (60) calendar days from the effective date of termination. Upon failure of Contractor to submit its termination claim and invoice within the time allowed, County may determine on the basis of information available to County, the amount, if any, due to Contractor in respect

to the termination, and such determination shall be final. After such determination is made, County shall pay Contractor the amount so determined.

Contractor for a period of five (5) years after final settlement under this Contract, in accordance with Paragraph 15, RECORD RETENTION AND AUDITS, shall retain and make available all its books, documents, records, or other evidence, bearing on the costs and expenses of Contractor under this Contract in respect to the termination of services hereunder. All such books, records, documents, or other evidence shall be retained by Contractor at a location in Los Angeles County and shall be made available within ten (10) calendar days of prior written notice during County's normal business hours to representatives of County for purposes of inspection or audit.

67. TERMINATION FOR DEFAULT: County may, by written notice of default to Contractor, terminate this Contract immediately in any one of the following circumstances:

A. If, as determined in the sole judgment of County, Contractor fails to perform any services within the times specified in this Contract or any extension thereof as County may authorize in writing; or

B. If, as determined in the sole judgment of County, Contractor fails to perform and/or comply with any of the other provisions of this Contract, or so fails to make progress as to endanger performance of this Contract in accordance with its terms, and in either of these two (2) circumstances, does not cure such failure within a period of five (5) calendar days (or such longer period as County

may authorize in writing) after receipt of notice from County specifying such failure.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County for such similar services.

If, after the County has given notice of termination under the provisions of this paragraph, it is determined by the County that the Contractor was not in default under the provisions of this paragraph, the rights and obligations of the parties shall be the same as if the notice of termination had been issued pursuant to Paragraph 66, TERMINATION FOR CONVENIENCE.

The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

68. TERMINATION FOR GRATUITIES AND/OR IMPROPER CONSIDERATION:

County may, by written notice to Contractor, immediately terminate Contractor's right to proceed under this Contract, if it is found that gratuities or consideration in any form, were offered or given by Contractor, either directly or through an intermediary, to any County officer, employee, or agent, with the intent of securing the Contract or securing favorable treatment with respect to the award, amendment, or extension of the Contract, or making of any determinations with respect to the Contractor's performance pursuant to the Contract. In the event of such termination, County shall be entitled to

pursue the same remedies against Contractor as it could in the event of default by Contractor.

Contractor shall immediately report any attempt by a County officer, employee, or agent, to solicit such improper gratuity or consideration. The report shall be made either to the County manager charged with the supervision of the employee or agent, or to the County Auditor-Controller's Employee Fraud Hotline at (800) 544-6861.

(Among other items, such improper gratuities and considerations may take the form of cash, discounts, services, the provision of travel or entertainment, or other tangible gifts.)

69. TERMINATION FOR INSOLVENCY:

County may terminate this Contract immediately for default in the event of the occurrence of any of the following:

- A. Insolvency of Contractor. Contractor shall be deemed to be insolvent if it has ceased to pay its debts at least sixty (60) calendar days in the ordinary course of business or cannot pay its debts as they become due, whether Contractor has committed an act of bankruptcy or not, and whether Contractor is insolvent within the meaning of the Federal Bankruptcy Law or not;
- B. The filing of a voluntary or involuntary petition under the federal Bankruptcy Law;
- C. The appointment of a Receiver or Trustee for Contractor;
- D. The execution by Contractor of an assignment for the benefit of creditors.

In the event that County terminates this Contract as provided hereinabove, County may procure, upon such terms and in such manner as County may deem appropriate, services similar to those so terminated, and Contractor shall be liable to those so terminated, and Contractor shall be liable to County for any reasonable excess costs incurred by County, as determined by County, for such similar services. The rights and remedies of County provided in this Paragraph shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

70. TERMINATION FOR NON-APPROPRIATION OF FUNDS:

Notwithstanding any other provision of this Contract, the County shall not be obligated for the Contractor's performance hereunder or by any provision of this Contract during any of the County's future fiscal years unless and until the County's Board of Supervisors appropriates funds for this Contract in the County's Budget for each such future fiscal year. In the event that funds are not appropriated for this Contract, then this Contract shall terminate as of June 30 of the last fiscal year for which funds were appropriated. The County shall notify the Contractor in writing of any such non-allocation of funds at the earliest possible date.

71. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000.

72. NO INTENT TO CREATE A THIRD PARTY BENEFICIARY CONTRACT:

Notwithstanding any other provision of this Contract, the parties do not in any way intend that any person shall acquire any rights as a third party beneficiary under this Contract.

73. UNLAWFUL SOLICITATION:

Contractor shall require all of its employees performing services hereunder to acknowledge in writing understanding of and agreement to comply with the provisions of Article 9 of Chapter 4 of Division 3 (commencing with Section 6150) of the Business and Professions Code of the State of California (i.e., State Bar Act provisions regarding unlawful solicitation as a runner or capper for attorneys) and shall take positive and affirmative steps in its performance hereunder to ensure that there is no violation of such provisions by its employees. Contractor shall utilize the attorney referral services of all those bar associations within Los Angeles County that have such a service.

74. VALIDITY:

If any provision of this Contract or the application thereof to any person or circumstance is held invalid, the remainder of this Contract and the application of such provision to other persons or circumstances shall not be affected thereby.

75. WAIVER:

No waiver by the County of any breach of any provision of this Contract shall constitute a waiver of any other breach or of such provision. Failure of the County to enforce at any time, or from time to time, any provision of this Contract shall not be construed as a waiver thereof. The rights and remedies set forth in this sub-paragraph

shall not be exclusive and are in addition to any other rights and remedies provided by law or under this Contract.

76. WARRANTY AGAINST CONTINGENT FEES:

A. The Contractor warrants that no person or selling agency has been employed or retained to solicit or secure this Contract upon any Contract or understanding for a commission, percentage, brokerage, or contingent fee, excepting bona fide employees or bona fide established commercial or selling agencies maintained by the Contractor for the purpose of securing business.

B. For breach of this warranty, the County shall have the right to terminate this Contract and, at its sole discretion, deduct from the Contract price or consideration, or otherwise recover, the full amount of such commission, percentage, brokerage, or contingent fee.

77. WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED
PROPERTY TAX REDUCTION PROGRAM:

Contractor acknowledges that County has established a goal of ensuring that all individuals and businesses that benefit financially from County through contract are current in paying their property tax obligations (secured and unsecured roll) in order to mitigate the economic burden otherwise imposed upon County and its taxpayers.

Unless Contractor qualifies for an exemption or exclusion, Contractor warrants and certifies that to the best of its knowledge it is now in compliance, and during the term of this Contract will maintain compliance, with Los Angeles County Code Chapter 2.206.

78. TERMINATION FOR BREACH OF WARRANTY TO MAINTAIN
COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION
PROGRAM:

Failure of Contractor to maintain compliance with the requirements set forth in Paragraph 77, WARRANTY OF COMPLIANCE WITH COUNTY'S DEFAULTED PROPERTY TAX REDUCTION PROGRAM, herein, shall constitute default under this Contract. Without limiting the rights and remedies available to County under any other provision of this Contract, failure of Contractor to cure such default within 10 days of notice shall be grounds upon which County may terminate this Contract and/or pursue debarment of Contractor, pursuant to County Code Chapter 2.206.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Contract to be subscribed by its Director of Public Health, and Contractor has caused this Contract to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Jonathan E. Fielding, M.D., M.P.H.
Director and Health Officer

Contractor

By _____
Signature

Printed Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division

#02883

5-1-14 Approved by Counsel

(DMC PROVIDER NAME)

STATEMENT OF WORK

**SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS**

A. DRUG/MEDI-CAL COVERED SERVICES

Funding provided under this Statement of Work (SOW) shall cover Substance Use Disorder (SUD) treatment services intended to stabilize and rehabilitate Medi-Cal beneficiaries who are diagnosed by physicians or other licensed practitioners of the healing arts, within the scope of their practices, as having substance related disorder. SUD treatment services are provided by Drug/Medi-Cal (DMC) certified SUD treatment facilities, their DMC certified satellite sites, or DMC certified perinatal or non-perinatal residential SUD programs; are based on medical necessity; and are provided in accordance with a coordinated patient treatment or service plan approved by a licensed physician, excluding crisis services for which a service plan is not required.

[ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS]

1. Intensive Outpatient Treatment
Intensive Outpatient Treatment (For Pregnant and Postpartum Women)
2. Naltrexone Treatment
3. Narcotic Treatment Program
Narcotic Treatment Program (For Pregnant and Postpartum Women)
4. Outpatient Drug Free Treatment
Outpatient Drug Free Treatment (For Pregnant and Postpartum Women)
5. Residential SUD Treatment Services
Residential SUD Treatment Services (For Pregnant and Postpartum Women)

Contractor shall provide reimbursable, medically necessary services at qualified and DMC-certified locations only. To the extent allowable under the DMC program and/or funding requirements, Contractor shall be responsible for stepping down or stepping up participants from one level of treatment to another based on clinical assessment

B. DEFINITIONS [ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS]

1. Intensive Outpatient Treatment (IOT)

IOT counseling services are provided to patients a minimum of three hours per day, three days a week, and are available to all patients for whom it has been determined by a physician to be medically necessary.

The components of IOT are:

- **Intake:** The process of admitting a beneficiary into a SUD treatment program. Intake includes the evaluation or analysis of SUD; the diagnosis of SUD; and the assessment of treatment needs to provide medically necessary services. Intake may include a physical examination and laboratory testing necessary for SUD treatment.
- **Individual Counseling:** Face-to-face contacts between a beneficiary and a therapist or counselor. Telephone contacts, home visits, and hospital visits do not qualify as Medi-Cal reimbursable units of service.
- **Group Counseling:** Face-to-face contacts in which one or more therapists or counselors treat two or more clients at the same time, focusing on the needs of the individuals served. Telephone contacts, home visits, and hospital visits do not qualify as Medi-Cal reimbursable units of service.
- **Medication Services:** The prescription or administration of medication related to SUD treatment services, or the assessment of the side effects or results of that medication, conducted by staff lawfully authorized to provide such services within the scope of their practice or license.
- **Medical Direction:** Includes physician and nursing services related to SUD.
- **Collateral Services:** Face-to-face sessions with therapists or counselors and significant persons in the life of the beneficiary, focused on the treatment needs of the beneficiary in terms of supporting the achievement of the beneficiary's treatment goals. Significant persons are individuals that have a personal, not official or professional, relationship with the beneficiary.
- **Crisis Intervention:** Face-to-face contact between a therapist or counselor and a beneficiary in crisis. "Crisis" means an actual relapse or an unforeseen event or circumstance which presents to the beneficiary an imminent threat of relapse. Crisis intervention services shall be limited to stabilization of the beneficiary's emergency situation.
- **Treatment Planning:** The provider shall prepare an individualized written treatment plan, based upon information obtained in the intake and assessment process. The treatment plan shall include: a statement of problems to be addressed, goals to be reached which address each problem, action steps which will be taken by the provider and/or beneficiary to accomplish identified goals, target dates for accomplishment

of action steps and goals, and a description of services, including the type of counseling to be provided and the frequency thereof.

- Discharge Planning: The process to prepare a person for the post treatment return or reentry into the community, and the linkage of the individual to essential community treatment, housing and human services.

The intake assessment and treatment plan are standard for all DMC treatment modalities. Counseling as a component of IOT must be face-to-face with a therapist of counselor.

2. Naltrexone Treatment

Naltrexone is a medication provided as an outpatient treatment service directed at serving detoxified opioid addicts and is covered under DMC in oral form when prescribed by a physician as medically necessary. Oral Naltrexone for the treatment of alcohol dependence and injectable Naltrexone for the treatment of alcohol or opioid dependence is available through a Medi-Cal Treatment Authorization Request (TAR). Other narcotic and non-narcotic drugs for the treatment of opioid dependence are available through Medi-Cal when medically necessary. A patient must receive at least two face-to-face counseling sessions with a therapist or counselor every 30-day period. The intake assessment to admit a patient into the program is the same as for the Narcotic Treatment Program.

3. Narcotic Treatment Programs (NTP)

This outpatient program uses methadone (or levoalphacetylmethadol [LAAM] if available and prescribed) as a narcotic replacement drug – when ordered by a physician as medically necessary to alleviate the symptoms of withdrawal from opioids. A patient must receive a minimum of fifty minutes of face-to-face counseling sessions with a therapist or counselor reimbursable for a maximum of 200 minutes per calendar month.

The components of the NTP are: (See IOT for definitions)

- Intake
- Individual and/or Group Counseling
- Medication Services
- Medical Direction: Includes physician and nursing services related to SUD
- Collateral Services
- Crisis Intervention
- Medical Psychotherapy: Type of counseling service consisting of a face-to-face discussion conducted by the medical director of the NTP on a one-to-one basis with the patient.
- Treatment and Discharge Planning

4. Outpatient Drug Free (ODF) Treatment Program (See IOT for definitions)

ODF Treatment Services to stabilize and rehabilitate patients who have a SUD are covered under DMC when prescribed by a physician as medically necessary.

The components of ODF Treatment Services are:

- Intake
- Individual and/or Group Counseling
- Medication Services
- Medical Direction: Includes physician and nursing services related to SUD
- Collateral Services
- Crisis Intervention
- Treatment and Discharge Planning

Individual Counseling is provided only for the purposes of intake, crisis intervention, collateral services, and treatment and discharge planning. The intake assessment and treatment plan are standard for all DMC treatment modalities. Each ODF participant is to receive at least two group face-to-face counseling sessions every 30 days (four to 10 participants) focused on short-term personal, family, job/school and other problems and their relationship to substance use. Reimbursable group sessions may last 90 minutes.

5. Residential SUD Treatment Services

The Residential SUD Treatment is a non-institutional, non-medical, residential program which provides rehabilitation services to beneficiaries with SUD diagnoses. Each beneficiary shall live on the premises and shall be supported in their efforts to restore, maintain, and apply interpersonal and independent living skills and access community support systems. Services are provided in a 24-hour structured environment and covered under the DMC program when prescribed by a physician as medically necessary. The costs of room and board are not reimbursable under the Medi-Cal program.

The components of Residential SUD Treatment services are: (See IOT for definitions)

- Intake
- Individual and/or Group Counseling
- Medication Services
- Medical Direction: Includes physician and nursing services related to SUD
- Collateral Services
- Crisis Intervention
- Treatment and Discharge Planning

Services shall include:

- Care Coordination: provision of or arrangement for transportation to and from medically necessary treatment, assistance in accessing and

completing dental services, social services, community services, educational/vocational training and other services which are medically necessary.

6. Services for Pregnant and Postpartum Women

- a. Pregnancy-related and postpartum services may include outpatient and intensive outpatient SUD treatment services that ameliorate conditions that complicate pregnancy when prescribed by a physician as medically necessary. These services include women-specific treatment and recovery services. Pregnancy-related and postpartum services for 60 days after pregnancy ends.
- b. Residential SUD Treatment Services are provided to pregnant and postpartum women with substance use disorders, when prescribed by a physician as medically necessary. These services include women-specific treatment and recovery services. In addition to what is available for all beneficiaries, perinatal services shall include:
 - Therapeutic interventions addressing issues such as relationships, sexual and physical abuse, and parenting.
 - Mother/Child Rehabilitative Services: Development of parenting skills and training in child development, which may include the provision of cooperative childcare.
 - Education to reduce the harmful effects of alcohol and other drugs on the mother and fetus or the mother and infant.

C. PROVIDER QUALIFICATIONS

SUD services are provided at qualified and DMC certified SUD treatment clinics, their DMC certified satellite sites, or DMC certified perinatal or non-perinatal residential SUD programs that agree to abide by the definitions, rules, and requirements for stabilization and rehabilitation services established by the State Department of Health Care Services, and that sign a provider agreement with the County of Los Angeles.

Services are provided by a qualified SUD treatment professional functioning within the scope of his/her practice as defined the California Code of Regulations, Title 9, Section 13005(a)(4)A-F.

A SUD treatment professional can qualify to provide alcohol and other drug (AOD) counseling in any DMC certified program in one of the following ways:

- As a registrant in a certifying organization that is accredited with the National Commission for Certifying Agencies (NCCA); the registrant must be enrolled

in a counseling certification program and complete counseling certification requirements within five years. **Or:**

- As an AOD counselor, certified by an organization that is accredited with the NCCA; qualifications to become certified as an AOD counselor are described in Title 9, Section 13040):
- One of the following:
 - A physician licensed by the Medical Board of California;
 - A psychologist licensed by the Board of Psychology;
 - A clinical social worker or marriage and family therapist licensed by the California Board of Behavioral Sciences; or,
 - An intern registered with the California Board of Psychology or the California Board of Behavioral Sciences.

E. PERSONS TO BE SERVED:

The covered services identified in Paragraph 1 shall be furnished to Medi-Cal eligible beneficiaries meeting certain admission criteria as defined in Title 22 "CCR" Sections 51341.1, 51490.1, and 51516.1, and Substance Abuse Prevention and Control's definition for medical necessity (Attachment 1). Contractor shall provide covered services to California Medi-Cal beneficiaries without regard to the beneficiaries' county of residence. Unless a specific special population(s) is identified immediately below, services will be made available to male and female clients of all ages, and to all ethnic and special population groups.

All patients to be served under this Agreement shall meet the Medical Necessity criteria established by the State DHCS and the Los Angeles County Substance Abuse Prevention and Control (Attachment 1).

Specific special population(s) to be served is(are) _____.
The Contractor will serve: __ males/__ females. The age group(s) to be served is (are):

- ☐ Youth 12-17 years old
- ☐ Young Adults 18-24 years old
- ☐ Adults 25 and older

F. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION:

Contractor shall provide services at, or administer services out of, the facility(ies) listed in Services for Drug/Medi-cal Eligible Patients Facility Directory, (Attachment 2), and submit participant data for treatment services provided therein, as set forth in the AUTOMATED LOS ANGELES COUNTY PARTICIPANT REPORTING SYSTEM

Paragraph of the Contract. Contract will be terminated if Contractor does not submit participant data and billings for twelve (12) consecutive months.

G. REIMBURSEMENT:

County agrees to compensate Contractor for services provided to clients under this Agreement, as in accordance with Sections 51516.1, Title 22, California Code of Regulations; and Sections 14021.51, 14021.6 and 14021.9, Welfare and Institutions Code, at the rates set forth by the State Department of Health Care Services, minus County administrative fees. The rates, codes, and modifiers are further described in the Schedule(s) referred to above, and attached hereto.

Contractor's provisional rate shall be based on whichever reimbursement rate, i.e., customary charge, allowable costs, or maximum allowance/rate cap, is determined by SAPC to be the lowest possible charge to County for Contractor's services, in accordance with Title 22 CCR Section 51516. Contractor's lowest possible charge shall be further adjusted to include deductions for allowable (as defined by the State DHCS) County administrative costs, the difference of which shall be defined as Contractor's provisional rate, and as set forth in the Schedule(s) attached hereto.

Provisional rate payments and any other required payments to Contractor for services provided herein, shall be subject to the provisions set forth in the PAYMENT Paragraph of this Agreement.

H. CLIENT RECORDS:

Client records shall include intake information consisting of personal, family, educational, current drug (including alcohol) use and determination that client meets medical necessity criteria, referenced as Attachment 1, criminal (if any), substance abuse and medical histories; client identification data; evidence that client is not being treated for the same service by another DMC provider; a service/treatment plan which includes short and long term goals generated by Contractor's staff and client; assignment of a primary counselor/case worker; description of type and frequency of services including support services to be provided; progress notes that are individual narratives summarizing services provided, client contact and progress with treatment plan goals and objectives, attendance at group and individual sessions, and any other intake information determined by the County as necessary for program evaluation purposes; and a discharge/transfer summary and any other discharge information determined by the County as necessary for program evaluation purposes.

Contractor shall participate and cooperate in any automated data collection system, for the purpose of program evaluation, conducted by County. Contractor will be required to provide County with client data, for the purpose of program evaluation.

I. MEDICATIONS:

Contractor agrees that all controlled substances and other prescription medications used hereunder shall be administered and/or dispensed solely by a licensed physician (i.e., medical doctor), licensed pharmacist, registered nurse, licensed psychiatric technician, or licensed vocational nurse, in accordance with federal and State law and related regulations.

J. ADDITIONAL REQUIREMENTS:

1. The DMC Medical Director shall work on site at least eight (8) hours per month at each agency's certified location(s) in order to establish, monitor and assure the medical treatment of clients and the organization's medical policies and standards. If the agency has satellite locations, the agency's DMC Medical Director shall work an additional eight (8) hours per month for each five (5) satellite locations for which the agency has been certified to provide DMC treatment services in order to effectively handle Medical Director's duties. The provider may submit to SAPC for approval a justification addressing why the additional time or a different time allocation is needed for satellite sites.

The State DMC Certification Standards defines "satellite sites" as a clinic based at a specific building, place, or premises that is at a separate location from a DMC certified substance abuse clinic; or an office-based opiate treatment program. Satellite sites shall be in the same county as the clinic of which they are satellites, shall provide no more than 20 hours a week of substance abuse services, and shall have a director or substance abuse professional on-site a minimum of 4 hours a week.

DMC medical director's timesheets must be retained by Contractor for purposes of audit and cost verification. Signed timesheets must be available for review immediately upon request by County, State, or other auditors. The DMC medical director's timesheets will be used to confirm the amount of DMC medical oversight provided, and must reconcile with recorded and authenticated time.

2. Initial treatment plans shall be completed, signed, and dated by the counselor within thirty (30) calendar days of admission to treatment. The physician shall review, approve, sign, and date the plan within fifteen (15) calendar days of the counselor's signature.
3. Treatment plans shall include the signature and date on the following: client, primary counselor, reviewer (supervisor), and physician. Treatment plans shall also include documentation of coordination with referral source, if applicable.

4. Treatment plan goals shall include short and/or long term goals, which address all problems identified upon intake or assessment, and contain relevant corresponding action steps and target dates for the resolution of each problem.
5. Treatment plan updates shall describe the client's progress with each treatment plan goals or objectives.
6. Treatment plan updates shall be reviewed, signed, and updated by the counselor no later than ninety (90) calendar days after signing the initial treatment plan and no later than ninety (90) calendar days thereafter, or when a change in problem identification or focus of treatment occurs, whichever comes first. Within fifteen (15) calendar days of signature by the counselor, the physician shall review, approve, sign, and date the updated treatment plans.
7. Progress notes shall reference the particular problem identified and any progress towards goals in the treatment plan; and shall clearly identify session as individual, group or collateral.
8. There shall be a notation in the client chart whenever there is a change in primary counselors.
9. Documentation of missed appointments shall be recorded in the client's chart.
10. Progress notes shall be signed by the counselor, with at least his/her first initial and last name and dated.
11. Progress notes shall be clearly legible. Illegible progress notes shall be subject to disallowance for billing purposes.
12. Progress notes shall include the time when the counseling sessions began and ended.
13. Contractor shall maintain group counseling sign-in sheets, which contain the following information: the date, start and ending time, topic discussed, certified location, printed and signed names of participants and signature of the staff conducting the session. Sign-in sheets shall contain each client's original signature.
14. Contractor shall post and maintain a monthly calendar of group counseling sessions which includes the topics, certified location, dates, times and counselors.
15. Contractor shall provide the client with a calendar of counseling sessions the client is scheduled to attend.

16. Staff conducting group counseling and individual sessions shall meet the staff qualifications in accordance with the CCR, Title 9, Chapter 8, commencing with Section 13000.
17. Group counseling sessions shall be conducted in a manner that: (1) encourages clients to share experiences and information (2) identifies and addresses substance use problems (3) provides opportunities to examine attitudes and behaviors; and (4) supports positive lifestyle changes.
18. Attendance to self-help meetings shall be encouraged and client response and/or progress documented in chart.
19. A case review shall be conducted and documented in the client's file within thirty (30) days of admission and every ninety (90) days thereafter.
20. The agency shall develop a case conference policy and shall include the following: primary counselor and supervisor, documentation of progress toward treatment, any actions to be taken, and include the signatures and dates of those involved.
21. Involvement of "significant others" (e.g. spouse, domestic partner, father, mother, grandparent, etc.) in the treatment process when appropriate.
22. In cases where clients have a severe mental health diagnosis (e.g. bipolar, schizophrenia, etc.) and are referred from an adult residential facility, the Contractor shall obtain written clearance from their mental health provider that the client is mentally capable of benefiting from such treatment.
23. Document all coordination with other agencies, including criminal justice agencies, mental health agencies, adult residential facilities, etc. involved with drug abuse programs.
24. Direct or referral services to clients, and documentation of such services or referrals, and referral follow-up to other agencies for medical, social, psychological, vocational, educational, legal, health education or other services deemed appropriate for contributing to clients' rehabilitation. Services provided through referral shall not be a charge to, nor reimbursable, hereunder.
25. Follow-up on former clients in accordance with Contractor's written policies and procedures.
26. Provision, as needed, for the referral of homeless clients to appropriate residential detoxification and residential drug free programs, and to social services and mental health programs for other services.

27. Body fluids testing (urinalysis) which, if performed by Contractor in accordance with Contractor's written policies and procedures, shall require each client's emission of the urine collected be observed by an employee of Contractor and of the same gender as the client to protect against the falsification and/or contamination of the urine sample.
28. Education on Human Immunodeficiency Virus/Acquired Immune Deficiency Syndrome ("HIV/AIDS") and Hepatitis transmission and access to HIV/AIDS testing.
29. Information and education on tuberculosis ("TB") and access to TB screening and services, in accordance with Title 45 Code of Federal Regulations ("CFR") Section 96.127.
30. Information and education on the transmission of viral hepatitis and sexually transmitted diseases (STD) shall be provided to clients. STDs are defined as diseases communicable by sexual relations, such as Chlamydia, genital warts, gonorrhea, Hepatitis B and C, herpes, HIV, Human Papilloma Virus (HPV), syphilis, trichomoniasis, and other related diseases. Information on testing sites and service locations shall be provided.
31. Provision of or referral to interim services for pregnant women who request services and cannot be admitted to a program no later than forty-eight (48) hours after the women seek services, in accordance with Title 45 CFR Section 96.131(d)(2).
32. Contractor shall document their efforts to refer clients to other agencies if Contractor is unable to provide immediate services, and to notify the County SAPC DMC unit, by telephone, within twenty-four (24) hours of identifying client's SUD treatment needs, of agency's inability to refer a DMC beneficiary before placing any client on a waiting list.
33. Follow-up on former clients in accordance with Contractor's written policies and procedures, as approved by the SAPC.

K. ADDITIONAL REQUIREMENTS, NARCOTIC TREATMENT PROGRAM

1. Dispensing and the administering of methadone and/or LAAM to clients shall be done by authorized personnel.
2. Each client shall receive a minimum of fifty (50) minutes of counseling services per calendar month or be subject to discharge. Any waiver of the fifty (50) minute minimum for counseling shall be in accordance with Title 9 CCR Section 10345.

3. Documentation of progress notes shall be placed in the client's chart within forty-eight (48) hours after the counseling session.
4. Weekend (i.e., Saturday and Sunday) services shall be provided for the dispensing and the administering of methadone and/or LAAM.
5. Body fluids testing (urinalysis) which, if performed by Contractor hereunder, shall require each client to provide a urine sample under controlled conditions. In the event a client is mandated by the Courts, Parole, or the Probation Department to attend an NTP program, Contractor shall require that the client's emission of the urine collected be observed directly by an employee of Contractor of the same gender to protect against the falsification and/or contamination of the urine sample.
6. Results of TB and syphilis shall be placed in chart (unless the medical Director has determined the applicant's subcutaneous veins are severely damaged to the extent that a blood specimen cannot be obtained) in accordance with Title 9, section 10270.

L. STATE APPEAL PROCESSES:

Contractor is allowed by the State to appeal SDHCS dispositions and other specific judgments that apply to Contractor's provision of services under this Agreement. Any such appeal shall be filed in writing by Contractor in accordance with the procedures as listed under Title 22 CCR Section 51015.

M. COUNTY APPEAL PROCESS:

Notwithstanding any other provision of law, any provider whose contract is suspended or terminated may appeal this action by submitting a written appeal, including any supporting evidence. There are two levels of appeal. During the first level of appeal, the provider will provide a detailed explanation on the grounds for appeal and the areas of program review they are questioning. During the second level of appeal, the provider will identify the specific decisions made during the first level appeal that they consider to be faulty or erroneous.

A provider that files a first or second level of appeal pursuant to this section shall submit the written appeal along with all pertinent documents and all other relevant evidence to the manager identified below within 30 days of the date of notification of the department's suspension or termination of the contract, or result of the first level appeal. The appropriate department manager shall review all of the relevant materials submitted and shall issue a decision within 30 days of the receipt of the appeal. The decision may provide that the action taken should be upheld, continued,

or reversed, in whole or in part. The decision of the DPH Manager, Contract Monitoring Division and SAPC Director shall be final.

1. First level: SAPC Director of Contract Service Division and SAPC Director of Finance Services Division
2. Second level: Manager, DPH Contract Monitoring Division and SAPC Director

If the appeal of a suspension or termination is not granted, the contract termination process proceeds as defined in their contract. If the appeal of a suspension or termination is granted, then the provider can resume providing services. However, SAPC will closely monitor the provider through quarterly audits.

Upon suspension or termination, Contractor shall immediately cease all DMC services and the Department shall not be obligated to pay the Contractor for services performed subsequent to the suspension or termination date. This payment obligation will cease notwithstanding the Contractor's appeal of the suspension or termination under any administrative proceedings or legal remedy. Contractor hereby waives all requests and claims for the continuation of payment pending the outcome of any and all of these appeals.

Contractor shall continue to provide services to beneficiaries until the termination or expiration of the Contract.

In the event of termination, Contractor shall cooperate with the Department in arranging for the transfer of Medi-Cal beneficiaries to other DMC certified programs. Medically necessary substance abuse services must be continued without interruption for Medi-Cal beneficiaries in protected populations.

In the event that Narcotic Treatment Program (NTP) patients cannot be transferred without a break in service, they must be provided a humane detoxification in accordance with Title 9 of the California Code of Regulations (hereafter referred to as CCR), Section 10415(f).

N. SERVICE PROVIDER RESPONSIBILITIES FOLLOWING CONTRACT TERMINATION

Agencies are contractually required to:

1. Make immediate and appropriate plans to transfer or refer all clients to other agencies for continuing service in accordance with clients' needs.
2. Immediately eliminate all new costs and expenses.
3. Within 48 hours of contract termination, deliver client records and required financial documents to SAPC. This deadline will be adjusted only upon written

approval of SAPC Director of Contract Services Division. If Contractor does not deliver client records by the agreed-upon date, SAPC reserves the right to place Contractor on the Countywide Contractor Alert Reporting Database, and/or proceed with debarment proceedings against Contractor and its principals.

4. Promptly report to County in writing all information necessary for the reimbursement of any outstanding claims and continuing costs.
5. Provide to SAPC Financial Services Division, within forty-five (45) calendar days after termination date, an annual cost report.

O. ACTIONS TAKEN BY COUNTY FOLLOWING CONTRACT TERMINATION

1. Immediately make arrangements for Contractor to deliver client records and required financial documents to SAPC.
2. Within twenty (24) hours of program closure, post signs at the service provider door (in English and Spanish) that provides the SAPC hotline for client referral.
3. Respond to requests from clients for their records and for assistance in referrals.

DMC_SOW 05/01/2014-dd

COUNTY OF LOS ANGELES – DEPARTMENT OF PUBLIC HEALTH
SUBSTANCE ABUSE PREVENTION AND CONTROL

**DEFINITION OF MEDICAL NECESSITY FOR THE TREATMENT OF
SUBSTANCE USE DISORDER**

Introduction

This definition of medical necessity for substance use disorder originates from the current environment of health care reform and the subsequent need for Los Angeles County substance abuse services to facilitate interaction and effective integration with health care primary care, insurance, and other providers. The intent of the definition below is to develop internal policy for standards of implementation. In the field of substance use disorders, there has been no established definition for the determination of medical necessity.

Substance Abuse Prevention and Control (SAPC) facilitated a work group with Los Angeles County substance abuse treatment providers and other County departments such as the Department of Mental Health and the Department of Health Services. The work group was originally established for the purpose of determining medical necessity for Drug Medi-Cal. As a result of meeting with substance abuse service providers and other County departments, it was determined that the determination of this definition was also necessary for clarification and successful integration across substance abuse, mental health, and primary health care providers.

The work group met from January to June 2012 to determine the definition of medical necessity for substance use disorder. The draft definition was open for public comments from April 13 to May 18, 2012 and comments were received from substance abuse service providers and other departments in Los Angeles County. Taking into consideration the comments received, the definition below was established.

Services for treatment of Substance Abuse Disorder (SUD) shall be determined to be medically necessary when the following criteria are met through the assessment process:

Diagnosis

The individual receives a SUD diagnosis consistent with criteria described in the current edition of the Diagnostic and Statistical of Mental Disorders Service Manuals (DSM).

Impairment

The individual has a least one of the following impairments as a result of the included diagnosis:

1. Recurrent substance use resulting in failure to fulfill major role obligations at work, school, or home;
2. Recurrent substance use in situations in which is physically hazardous;
3. Recurrent substance-related legal problems;
4. Continued substance use despite having persistent or recurrent social or interpersonal problems caused or exacerbated by the effects of the substance;
5. Tolerance;
6. Withdrawal;
7. Substance is often taken in larger amounts or over longer period that was intended;
8. Persistent desires or unsuccessful efforts to cut down or control substance use;
9. Great deal of time spent in activities necessary to obtain the substance, use the substance, or recover from its effects;
10. Important social, occupational, or recreational activities given up or reduced because of substance use;
11. The substance use is continued despite knowledge of having a persistent or recurrent physical or psychological problem likely to have been caused or exacerbated by the substance; and/or
12. Craving or a strong desire or urge to use a specific substance.

Intervention

The service meets both of the following intervention criteria:

1. The focus of the proposed intervention is to address the condition identified, considers the biological, psychological, developmental, and social needs of the individual, and is consistent with accepted standards and practices for the treatment of SUD.
2. An expectation that the proposed intervention will do one of the following:
 - a. Significantly diminish the impairment(s);
 - b. Result in safe and medically appropriate detoxification;

- c. Develop increased acceptance of the need for treatment and/or recovery;
- d. Attainment of knowledge and abilities to promote and maintain abstinence and recovery;
- e. Increase access to resources that promote improvement in health, wellness, and recovery; and/or
- f. If left untreated or a lower level of intervention is used, there would be reasonable probability that significant impairment would occur.

The level on intervention recommended is consistent with the current edition of the American Society of Addiction Medicine (ASAM) placement criteria guidelines.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

[ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS] This Facility Directory includes only substance abuse clinic and/or satellite clinic location that has received certification to be reimbursed as a Drug Medi-Cal (DMC) clinic by the Department of Health Care Services to provide services as described in Title 22, California Code of Regulations, Section 51341.1, for specific covered services that are medically necessary and for which Contractor has received certification.

Intensive Outpatient Treatment

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

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City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

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Intensive Outpatient Treatment (For Pregnant and Postpartum Women)

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Naltrexone

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Facility No. 2

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

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Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

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Medical Director's Dedicated Hours:

Narcotic Treatment Program)

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Facility No. 2

Address 1 (Street): _____
Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

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Narcotic Treatment Program (For Pregnant and Postpartum Women)

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

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Facility telephone number:
Facsimile/FAX number:
Facility days and hours of operation:

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number:
Facsimile/FAX number:
Facility days and hours of operation:

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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Outpatient Drug Free Treatment

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

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Facility telephone number:
Facsimile/FAX number:
Facility days and hours of operation:

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number:
Facsimile/FAX number:
Facility days and hours of operation:

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Outpatient Drug Free Treatment (For Pregnant and Postpartum Women)

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

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Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

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SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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Facility days and hours of operation:

Drug/Medi-Cal Provider Number:

Medical Director's Dedicated Hours:

Facility No. 3

Address 1 (Street): _____

Address 2 (Room, suite number): _____

City, State, and ZIP Code: _____

Facility telephone number: _____

Facsimile/FAX number: _____

Facility days and hours of operation:

Drug/Medi-Cal Provider Number:

Medical Director's Dedicated Hours:

Residential SUD Treatment Services

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
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Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____
Number of licensed beds _____
Projected Number of contracted beds: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

[ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS] This Facility Directory includes only substance abuse clinic and/or satellite clinic location that has received certification to be reimbursed as a Drug Medi-Cal (DMC) clinic by the Department of Health Care Services to provide services as described in Title 22, California Code of Regulations, Section 51341.1, for specific covered services that are medically necessary and for which Contractor has received certification.

Facility telephone number:
Facsimile/FAX number:
Facility days and hours of operation:
Number of licensed beds
Projected Number of contracted beds:

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number:
Facsimile/FAX number:
Facility days and hours of operation:
Number of licensed beds
Projected Number of contracted beds:

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

[ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS] This Facility Directory includes only substance abuse clinic and/or satellite clinic location that has received certification to be reimbursed as a Drug Medi-Cal (DMC) clinic by the Department of Health Care Services to provide services as described in Title 22, California Code of Regulations, Section 51341.1, for specific covered services that are medically necessary and for which Contractor has received certification.

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Residential SUD Services (For Pregnant and Postpartum Women)

Facility No. 1

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____
Number of licensed beds _____
Projected Number of contracted beds: _____

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

[ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS] This Facility Directory includes only substance abuse clinic and/or satellite clinic location that has received certification to be reimbursed as a Drug Medi-Cal (DMC) clinic by the Department of Health Care Services to provide services as described in Title 22, California Code of Regulations, Section 51341.1, for specific covered services that are medically necessary and for which Contractor has received certification.

Facility No. 2

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____
Facsimile/FAX number: _____
Facility days and hours of operation: _____
Number of licensed beds _____
Projected Number of contracted beds: _____

Drug/Medi-Cal Provider Number: _____
Medical Director's Dedicated Hours: _____

Facility No. 3

Address 1 (Street): _____
Address 2 (Room, suite number): _____
City, State, and ZIP Code: _____
Facility telephone number: _____

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

SUBSTANCE USE DISORDER TREATMENT SERVICES
FOR DRUG/MEDI-CAL ELIGIBLE PATIENTS

FACILITY DIRECTORY FOR DRUG/MEDI-CAL (DMC) COVERED SERVICES

(AGENCY NAME)
DMC PROVIDER NUMBER: _____

[ONLY INCLUDE THOSE FOR WHICH PROVIDER IS DMC-CERTIFIED; DELETE OTHERS] This Facility Directory includes only substance abuse clinic and/or satellite clinic location that has received certification to be reimbursed as a Drug Medi-Cal (DMC) clinic by the Department of Health Care Services to provide services as described in Title 22, California Code of Regulations, Section 51341.1, for specific covered services that are medically necessary and for which Contractor has received certification.

Facsimile/FAX number:
Facility days and hours of operation:
Number of licensed beds
Projected Number of contracted beds:

Drug/Medi-Cal Provider Number:
Medical Director's Dedicated Hours:

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before suspending or terminating services at such location(s) and/or before commencing such services at any other location. Failure to do will result in any or all of the following: (1) contract termination; (2) provider placement on the Countywide Contractor Alert Reporting Database; and (3) debarment.

If the days and hours of operation, telephone number, facsimile/FAX number, or e-mail address of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof. Contractor shall post business name and hours at each facility.

Contract No. PH-001733

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

AMENDMENT NO. 10

THIS AMENDMENT is made and entered into this
day of , 2014,

by and between

COUNTY OF LOS ANGELES
(hereafter "County"),

and

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, LOS ANGELES
(hereafter "Contractor").

WHEREAS, reference is made to that certain document
entitled "ALCOHOL AND DRUG SERVICES AGREEMENT", dated July 1,
2011 and further identified as County Agreement No. PH-001733;
and any Amendments thereto (all hereafter "Agreement"); and

WHEREAS, on _____ County's Board of Supervisors
approved amending this Agreement to conduct a program evaluation
of the County's Drug Medi-Cal Services and to expand current
Substance Abuse and Mental Health Services Administration and
Bureau of Justice Assistance Program evaluation services;
increase the maximum obligation; make other hereafter designated
changes; and

WHEREAS, said Agreement provides that changes may be made
in the form of a written amendment which is formally approved

and executed by the parties.

NOW, THEREFORE, the parties hereto agree as follows:

1. This Amendment shall be effective July 1, 2014.
2. Paragraph 2, DESCRIPTION OF SERVICES, Subparagraph A shall be revised to read as follows:

"A. Contractor shall provide services in the form as described in the body of this Agreement and in the following documents, which are attached hereto and incorporated herein by reference:

- (1) ADDITIONAL PROVISIONS - DEPARTMENT OF PUBLIC HEALTH - SUBSTANCE ABUSE PREVENTION AND CONTROL - ALCOHOL AND DRUG SERVICES AGREEMENT - October 1, 2011
- (2) Exhibit A-6 Alcohol and Drug Services Agreement (Evaluation Services)
- (3) Exhibit B-1 Alcohol and Drug Services Agreement (Evaluation Services-First 5 LA)
- (4) Exhibit C-1 Alcohol and Drug Services Agreement Evaluation Services (Pre and Post Release Treatment Services for Offenders with Co-Occurring Mental Health and Substance Use Disorder)

Contractor hereby acknowledges receipt of the above referenced documents numbers (1) through (4) attached hereto. In addition, Contractor further acknowledges receipt of any applicable Schedules(s), Budget(s), and/or

Statement of Work forms (which further defines the rates and services to be provided by Contractor herein), as referenced and attached to the above listed Exhibit(s)."

3. Paragraph 4, MAXIMUM OBLIGATION OF COUNTY, Subparagraph D, shall be revised to read as follows:

"D. During the period of July 1, 2014 through June 30, 2015, that portion of the maximum obligation of County for all services provided under this Agreement is Nine Hundred Twenty-Two Thousand, Two Hundred Forty-One Dollars (\$922,241). This sum represents the total estimated maximum obligation of County as determined by adding each maximum allocation shown in the Exhibits, attached hereto."

4. Paragraph 7, INDEMNIFICATION, shall be amended to read as follows:

"7. INDEMNIFICATION: The Contractor shall indemnify, defend, and hold harmless the County, its Special Districts, elected and appointed officers, employees, agents and volunteers ("County Indemnitees") from and against any and all liability, including but not limited to demands, claims, actions, fees, costs, and expenses (including attorney and expert witness fees), arising from and/or relating to this Contract, except for such loss or

damage arising from the sole negligence or willful misconduct of the County Indemnitees."

5. Paragraph 55, TIME OFF FOR VOTING, shall be added to the Additional Provisions to read as follows:

"55. TIME OFF FOR VOTING:

The Contractor shall notify its employees, and shall require each subcontractor to notify and provide to its employees, information regarding the time off for voting law (Elections Code Section 14000). Not less than ten (10) days before every statewide election, every Contractor and subcontractors shall keep posted conspicuously at the place of work, if practicable, or elsewhere where it can be seen as employees come or go to their place of work, a notice setting forth the provisions of Section 14000."

6. Paragraph 19, WHISTLEBLOWER PROTECTIONS, shall be added to read as follows:

"19. WHISTLEBLOWER PROTECTIONS:

A. Per statute 41 United States Code (U.S.C.) 4712, all employees working for contractors, grantees, subcontractors, and subgrantees on federal grants and contracts are subject to whistleblower rights, remedies,

and protections and may not be discharged, demoted, or otherwise discriminated against as a reprisal for whistleblowing. In addition, whistleblowing protections cannot be waived by any agreement, policy, form, or condition of employment.

B. Whistleblowing is defined as making a disclosure "that the employee reasonably believes" is evidence of any of the following: gross mismanagement of a federal contract or grant; a gross waste of federal funds; an abuse of authority relating to a federal contract or grant; a substantial and specific danger to public health or safety; or a violation of law, rule, or regulation related to a federal contract or grant (including the competition for, or negotiation of, a contract or grant). To qualify under the statute, the employee's disclosure must be made to: a member of Congress, or a representative of a Congressional committee; an Inspector General; the Government Accountability Office; a federal employee responsible for contract or grant oversight or management at the relevant agency; an official from the Department of Justice, or other law enforcement agency; a court or

grand jury; or a management official or other employee of the contractor, subcontractor, grantee, or subgrantee who has the responsibility to investigate, discover, or address misconduct.

C. The National Defense Authorization Act for fiscal year 2013, enacted January 2, 2013, mandates a Pilot Program for Enhancement of Contractor Employee Whistleblower Protections that requires that all grantees, their subgrantees, and subcontractors: to inform their employees working on any federal award that they are subject to the whistleblower rights and remedies of the pilot program; to inform their employees in writing of the employee whistleblower protections under statute 41 U.S.C. 4712 in the predominant native language of the workforce; and, contractors and grantees shall include such requirements in any agreement made with a subcontractor or subgrantee."

7. Effective on the date of this Amendment, Exhibits A-5 and C, Schedules A-5 and C, and Budgets A-5 and C shall be replaced with Exhibits A-6 and C-1, Schedules A-6 and C-1, and Budgets A-6 and C-1 attached hereto and incorporated herein by reference.

8. Except for the changes set forth hereinabove, Agreement shall not be changed in any other respect by this Amendment.

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IN WITNESS WHEREOF, the Board of Supervisors of the County of Los Angeles has caused this Amendment to be subscribed by its Director of Public Health and Contractor has caused this Amendment to be subscribed in its behalf by its duly authorized officer, the day, month, and year first above written.

COUNTY OF LOS ANGELES

By _____
Cynthia A. Harding, M.P.H.
Chief Deputy Director

THE REGENTS OF THE UNIVERSITY
OF CALIFORNIA, LOS ANGELES

Contractor

By _____
Signature

Print Name

Title _____
(AFFIX CORPORATE SEAL)

APPROVED AS TO FORM
BY THE OFFICE OF THE COUNTY COUNSEL
JOHN F. KRATTLI
County Counsel

APPROVED AS TO CONTRACT
ADMINISTRATION:

Department of Public Health

By _____
Patricia Gibson, Chief
Contracts and Grants Division
#02883

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)

EXHIBIT A-6

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

1. DEFINITION: Alcohol and drug evaluation services (hereafter "Evaluation Services") are planned activities which are directed towards the design and implementation of an on-going evaluation program which will be able to determine the effectiveness of services provided by County contracted alcohol and drug services providers as requested by the Substance Abuse Prevention and Control ("SAPC") Director, or his/her designee (all hereafter "SAPC Director"). Special emphasis shall be placed on evaluation services provided as a result of the County's acceptance of local, State, or federal grant funds. Such evaluation services, or evaluation program, will include but not be limited to, assessing the overall effectiveness of the alcohol and drug services treatment/recovery system (and/or total program outcomes); assessing the effectiveness of specific service modalities, client outcomes, and service components; and the reviewing of program cost for efficiency and effectiveness. Further, evaluation services will also involve applying a countywide perspective to identifying alcohol and drug treatment outcomes at the following levels:

A. Client/program participant level: Activities include determining changes in attitudes, behavior, and knowledge of individuals who participated in alcohol and drug treatment and recovery programs. These activities also include evaluating the continuity between multiple treatment episodes.

B. Program, modality, and agency/department level: Activities include evaluating specified program, modality, and agency/department implementation, process, and outcome efforts and goals. These activities also include recommending and establishing standards and guidelines, and assisting programs and the agency/department in meeting and maintaining standards and guidelines.

C. Cross systems level: Activities include evaluating the results of services delivered by the Los Angeles County alcohol and drug treatment/recovery system and other systems such as health care, mental health, welfare, and criminal justice.

D. Community level: Activities include evaluating changes in community conditions as a result of the Los Angeles County alcohol and drug treatment/recovery system and its components.

Evaluation services to also include the creation and dissemination of qualitative and quantitative reports, oral presentation of such reports to related governmental entities and/or the public, when required by SAPC Director, and any other related evaluation service to be performed by Contractor that is deemed appropriate by SAPC Director.

Evaluation services shall be provided to SAPC and other related groups performing alcohol and drug services for County, as approved by SAPC Director.

2. COUNTY STAFF: County SAPC management and evaluation staff, to the best of their ability, shall assist Contractor in performing the evaluation services described herein, including but not limited to, obtaining the collaboration of appropriate contract program provider management, treatment, and service staff, as needed (e.g., approval to access information, records, etc.) by Contractor to perform his/her evaluation services duties.

County's Evaluation Program Manager shall be the primary contact and lead County staff to assist Contractor with County activities hereunder for this Agreement. County's Evaluation Program Manager for this Agreement shall be the following person or his designee: Timothy Duenas.

County's Evaluation Program Manager shall be responsible for, but not limited to the following:

A. Reviewing all objectives, tasks, deliverables, subtasks, and subdeliverables as stated within Contractor's Alcohol and Drug Evaluation Services Contract Annual Work Plan ("Work Plan") in order to ensure that they are met.

B. Providing technical assistance, monthly or as needed, to remedy any problems that interfere with the successful completion of stated Work Plan objectives, tasks, deliverables, subtasks, and subdeliverables.

Technical assistance may include areas relating to County policy, research, evaluation, information, and procedural requirements.

Other County employees may be designated by SAPC Director to assist Contractor with County activities hereunder.

Contractor agrees that County does not anticipate assigning any County employees to assist Contractor on a full-time basis.

County shall notify Contractor in writing of any change in the name or address of County's Evaluation Program Manager.

County's Evaluation Program Manager and/or other designated County staff shall be made available to Contractor at the discretion of SAPC Director to provide necessary input and assistance in order to answer questions and provide liaison

between Contractor and County departments. All County personnel shall be under the supervision of SAPC Director.

3. CONTRACTOR'S PROGRAM MANAGER: Contractor's Program Manager for this Agreement, who shall be a full-time employee of Contractor, shall be the following person or her designee: Desiree A. Crevecoeur.

Contractor's Program Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in the Agreement.

Contractor's Program Manager shall meet monthly, or as needed, with County's SAPC management and evaluation staff to review the progress of this Agreement.

Contractor's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

4. CONTRACTOR'S STAFF: During the term of this Agreement and for a period of five (5) years thereafter, Contractor shall have available and shall provide at any time upon request to an authorized representative of federal, State, or County governments, a list of all persons by name, title, professional

degree, and experience who are providing services during the term of the contract period.

Contractor shall provide County with the name and resume of each staff member identified in its budget. Contractor shall provide County with a resume of each proposed substitute staff and an opportunity to interview such person prior to any staff member substitution.

5. ADVISORY BOARD OR GROUP: As needed, County shall establish and maintain an advisory board or group consisting of (5) or more persons representing the specified County Commissions, community groups, provider organizations, and consumers. The advisory board or group shall consist of people who reside in Los Angeles County and represent the interests of the service community. The advisory board or group shall advise Contractor's Program Manager regarding program administration and service delivery. The advisory board or group shall meet at least quarterly.

6. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where evaluation services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 11075 Santa Monica Boulevard, Suites 100 and 200, Los Angeles, California 90025. Contractor's facility telephone number is (310) 267-5207, facsimile/FAX number is (310) 312-0538, and e-mail address is desireec@ucla.edu. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Facility 2 is located at 1640 South Sepulveda Boulevard, Suite 120, Los Angeles, California 90025. Contractor's facility telephone number is (310) 267-5020, facsimile/FAX number is (310) 312-0552, and electronic-email ("e-mail") address is prestovich@mednet.ucla.edu. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, e-mail address, or wheelchair access, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof.

7. MAXIMUM ALLOCATION:

A. During the period of July 1, 2011 through June 30, 2012, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Eight Hundred Thirty-Eight Thousand, Nine Hundred Forty-Five Dollars (\$838,945). Other financial information for this Exhibit is contained in Schedule(s) A and Budget(s) A, attached hereto and incorporated herein by reference.

B. During the period of July 1, 2012 through June 30, 2013, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Six Hundred Eighty-Six Thousand, Four Hundred Eight Dollars (\$686,408). Other financial information for this Exhibit is contained in Schedule(s) A-4 and Budget(s) A-4, attached hereto and incorporated herein by reference.

C. During the period of July 1, 2013 through June 30, 2014, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Seven Hundred Twenty-Four Thousand, Forty-Nine Dollars (\$724,049). Other financial information for this Exhibit is contained in

Schedule(s) A-5 and Budget(s) A-5, attached hereto and incorporated herein by reference.

D. During the period of July 1, 2014 through June 30, 2015, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Eight Hundred Twelve Thousand, Six Hundred Fifty-Eight Dollars (\$812,658). Other financial information for this Exhibit is contained in Schedule(s) A-6 and Budget(s) A-6, attached hereto and incorporated herein by reference.

8. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedules(s) and/or detailed in the Budget(s) as referred to above, attached hereto and incorporated herein by reference, as such costs are reflected in Contractor's billing statement. The definition of "services" for purposes of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include time spent on preparation for such service activities.

Each invoice shall include the amount requested and provide a level of detail acceptable to County. Contractor must obtain the written approval for each invoice by County's Evaluation

Program Manager or other person designated by SAPC Director.

County shall not be liable or responsible for any payment prior to such written approval.

9. EVALUATION DESIGN, CONFIDENTIALITY, AND APPLICABLE LAWS: Contractor agrees to develop and implement an evaluation design that is subject to approval by SAPC Director. Contractor agrees to show evidence that its evaluation design is supported by research literature as appropriate and effective for achieving the goals of the evaluation with respect to the targeted population and programs. Contractor must use the American Psychological Association format for citing research studies and must include a bibliography of relevant research literature.

Contractor agrees to consider compatibility with the California Outcome Measurement System, the National Outcome Measurement System, and related outcome studies in the evaluation design, and to work with County's Evaluation Program Manager or other person designated by SAPC Director in this regard. Contractor agrees to implement written procedures to protect the confidentiality of client/participant records, in accordance with Title 42 Code of Federal Regulations ("CFR") Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records."

Contractor agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

10. STATEMENT OF WORK AND WORK PLAN FORMS AND THE EVALUATION OF SERVICES: Contractor agrees to provide evaluation services to County contracted alcohol and drug treatment and recovery programs and of treatment outcomes of County participants within these programs as described and as summarized in Contractor's "Statement of Work" form, attached hereto and/or incorporated herein by reference. Contractor shall be responsible for producing the descriptions and summaries as listed on the Statement of Work form (including producing the summaries for any goals and objectives to be achieved by Contractor in providing such services during the term of the Agreement) and submitting the Statement of Work form with a description of County participants in writing for County's Evaluation Program Manager's review and approval before the commencement of any services hereunder.

In addition, Contractor agrees to provide evaluation services to County and County participants as further described in detail on Contractor's Los Angeles County Evaluation System ("LACES") Project Work Plan ("Work Plan") document, attached hereto and incorporated herein by reference.

The Work Plan shall provide a detailed description of specific evaluation activities for preparing and implementing the proposed evaluation design. The Work Plan shall identify accountable staff, milestones, key deliverables (such as reports containing evaluation data), all key tasks and activities, executive summary, monthly and annual progress reports, and monthly, or as needed coordination meetings with program providers and County staff.

The Work Plan shall provide a detailed description of the services provided by Contractor, the goals and objectives to be achieved, and shall include a timetable, divided into individual calendar months for the period designated in the Exhibit of this Agreement, showing the start and completion dates for all such services, and goals and objectives. All start and completion dates shall be within the same period designated in the Exhibit of this Agreement. For multiple year agreements, completion dates shall not extend into another period, unless such date is pre-approved by SAPC Director. In any event, all completion dates listed by Contractor shall not exceed the term of this Agreement.

The Work Plan shall describe specific plans for conducting process evaluation activities, such as, but not limited to, collecting and analyzing information on client characteristics,

client service needs, client treatment history, services received, and services provided by programs.

The Work Plan shall describe specific plans for conducting outcome evaluation activities, such as, but not limited to, collecting and analyzing information on client-program participant/program/environment interactions associated with program retention and long-term treatment outcomes; treatment and recovery program service modalities, assessment of multiple treatment outcomes (such as, alcohol and other drug use, employment, criminal activity, and social functioning), and determining the cost effectiveness of treatment and recovery program services.

The Work Plan shall include specific plans to ensure that the activities and data from this evaluation will be consistent and supportive of the planned comprehensive automated SAPC Community Information System for County-funded alcohol and drug programs.

Contractor agrees to allow County to use the Work Plan to evaluate the effectiveness of the services provided by Contractor under this Agreement, and to modify, as required, the services provided by Contractor, or develop and implement a new service or program activity, to improve services received under

this Agreement. Contractor shall collect and report data on services and/or program operation performance and outcome expectations.

Upon prior approval by SAPC Director, Contractor may participate and cooperate in any evaluation study(ies) conducted by County, or in any such study(ies) conducted by federal or State agencies, in which County agrees to participate. Contractor shall participate in the development and implementation of the Countywide Evaluation Management System.

11. REPORTS: Subject to the reporting requirements outlined in the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit a monthly report to County's Evaluation Program Manager on its progress toward meeting the objectives, tasks, deliverables, subtasks, and subdeliverables stated within the Work Plan. The monthly report should have the following information:

- A. Period covered by the report.
- B. Summary of project status for the report period.
 - 1) Objectives, tasks, deliverables, subtasks, subdeliverables, and other work scheduled for the reporting period which were completed.
 - 2) Unresolved issues that resulted in the non-completion of objectives, tasks, deliverables,

subtasks, subdeliverables, and other work scheduled for the reporting period.

3) Plan of action with an updated milestone chart for resolving the issues that have prevented the successful completion of objectives, tasks, deliverables, subtasks, subdeliverables, and other work.

4) Any other information or reports required by County as mutually agreed to, or as a result of future contract amendments for evaluation services for specified projects.

Contractor shall also provide an annual presentation on its evaluation results to SAPC, specified Los Angeles County Commissions, and participating alcohol and drug program providers. For each fiscal year, Contractor agrees to prepare and distribute an annual written report with executive summary that covers the evaluation design, status, and results. Contractor also agrees to provide any additional reports and presentations to program providers, clients, and other concerned parties as required by SAPC.

ADSA/SAPC rev.05/2012

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE A-6 (Page 1 of 8)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2011 through June 30, 2012)

	(a) Period of (07/01/11- 06/30/12)	(b) Period of (07/01/11- 09/29/11)	(c) Period of (05/18/12- 06/30/12)	(d) Period of (05/18/12- 06/30/12)	FY2011-12 Maximum Allocation
1. Maximum Allocation.....	\$ <u>761,671</u>	\$ <u>37,274</u>	\$ <u>20,000</u>	\$ <u>20,000</u>	\$ <u>838,945</u>
2. Projected Revenues.....	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>	\$ <u>0</u>
3. Gross Program Allocation.....	\$ <u>761,671</u>	\$ <u>37,274</u>	\$ <u>20,000</u>	\$ <u>20,000</u>	\$ <u>838,945</u>
4. Maximum Monthly Amount/ Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ <u>63,472</u>	\$ <u>12,424</u>	\$ <u>13,333</u>	\$ <u>13,000</u>	\$ <u>N/A</u>

Legend

- (a) = Services for the general population.
(b) = Co-Occurring Disorders Court Program
= Estimated allocations for services to general and Co-Occurring populations. Funds may be
reallocated from one population to another, depending on program needs.
(c) = Bureau of Justice Assistance (BJA)
(d) = Substance Abuse and Mental Health Services Administration (SAMHSA)

*Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised

Mileage: \$ 0.50 cents per mile.
Meals: \$64.00 per day for periods of more than 24 hours.
\$ 0.00 per day, for periods of 12-24 hours.

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SCHEDULE A-6 (Page 2 of 8)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2011 through June 30, 2012)

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

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ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2012 through June 30, 2013)

	(a) Period of (07/01/12- 06/30/13)	(b) Period of (07/01/12- 06/30/13)	(c) Period of (07/01/12- 06/30/13)	Period of (07/01/12- 06/30/13)	FY 2012-13 Maximum Allocation
1. Maximum Allocation.....	\$ 626,408	\$ 17,500	\$ 17,500	\$ 25,000	\$ 686,408
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation.....	\$ 626,408	\$ 17,500	\$ 17,500	\$ 25,000	\$ 686,408
4. Maximum Monthly Amount/ Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ 52,200	\$ 1,458	\$ 1,458	\$ 2,083	\$ N/A

Legend

(a) = Services for the general population.
(b) = Bureau of Justice Assistance (BJA)
(c) = Substance Abuse and Mental Health Services Administration (SAMHSA)
(d) = Medical Marijuana Dispensaries

Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised

Mileage: \$ 0.50 cents per mile.
Meals: \$64.00 per day for periods of more than 24 hours.
\$ 0.00 per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals

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ALCOHOL AND DRUG SERVICES AGREEMENT

(EVALUATION SERVICES)

(July 1, 2012 through June 30, 2013)

County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

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SCHEDULE A-6 (Page 5 of 8)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2013 through June 30, 2014)

	(a) Period of (07/01/13) 06/30/14)	(b) Period of (07/01/13- 06/30/14)	(c) Period of (07/01/13- 06/30/14)	FY 2013-14 Maximum Allocation
1. Maximum Allocation.....	\$ 689,049	\$ 17,500	\$ 17,500	\$ 724,049
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation.....	\$ 689,049	\$ 17,500	\$ 17,500	\$ 724,049
4. Maximum Monthly Amount/ Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ 57,420	\$ 1,458	\$ 1,458	\$ N/A

Legend

- (a) Services for general population
- (b) Bureau of Justice Assistance (BJA)
- (c) Substance Abuse and Mental Health Services Administration (SAMHSA)

Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised

Mileage: \$ 0.50 cents per mile.
Meals: \$64.00 per day for periods of more than 24 hours.
\$ 0.00 per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals

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ALCOHOL AND DRUG SERVICES AGREEMENT

(EVALUATION SERVICES)

(July 1, 2013 through June 30, 2014)

County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

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SCHEDULE A-6 (Page 7 of 8)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2014 through June 30, 2015)

	(a) Period of (07/01/14- 06/30/15)	(b) Period of (07/01/14- 06/30/15)	(c) Period of (07/01/14- 06/30/15)	(d) Period of (07/01/14- 06/30/15)	FY 2014-15 Maximum Allocation
1. Maximum Allocation.....	\$ 626,408	\$ 13,125	\$ 13,125	\$ 160,000	\$ 812,658
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation.....	\$ 626,408	\$ 13,125	\$ 13,125	\$ 160,000	\$ 812,658
4. Maximum Monthly Amount/ Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ 52,200	\$ 4,375	\$ 4,375	\$ 13,333	\$ N/A

Legend

- (a) Services for general population
- (b) Bureau of Justice Assistance (BJA)
- (c) Substance Abuse and Mental Health Services Administration (SAMHSA)
- (d) Drug/Medi-Cal (DMC)

Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised

Mileage:	\$ 0.50 cents per mile.
Meals:	\$64.00 per day for periods of more than 24 hours.
	\$ 0.00 per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals

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ALCOHOL AND DRUG SERVICES AGREEMENT

(EVALUATION SERVICES)

(July 1, 2014 through June 30, 2015)

County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

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BUDGET A-6 (Page 1 of 4)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2011 through June 30, 2012)

ITEM	(a) Period of (07/01/11- 06/30/12)	(b) Period of (07/01/11- 09/29/11)	(c) Period of (05/18/12- 06/30/12)	(d) Period of (05/18/12- 06/30/12)	FY2011-12 MAXIMUM ALLOCATION
Salaries.....	\$ 436,633	\$ 26,470	\$ 13,658	\$ 13,658	\$ 490,419
Facility Rent/Lease.....	32,426	490	202	202	33,320
Equipment Lease.....	0	0	0	0	0
Services and Supplies.....	142,133	2,724	2,055	2,055	148,967
Administrative Overhead.....	150,479	7,590	4,085	4,085	166,239
Gross Budget*	\$ 761,671	\$ 37,274	\$ 20,000	\$ 20,000	\$ 838,945

Legend

- (a) = Services for the general population.
(b) = Co-Occurring Disorders Court Program
(c) = Bureau of Justice Assistance (BJA)
(d) = Substance Abuse and Mental Health Services Administration (SAMHSA)

- * Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, SAPC Director, or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

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BUDGET A-6 (Page 2 of 4)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2012 through June 30, 2013)

ITEM	(a) Period of (07/01/12- 06/30/13)	(b) Period of (07/01/12- 09/29/13)	(c) Period of (07/01/12- 06/30/13)	(d) Period of (07/01/12- 06/30/13)	FY2012-13 MAXIMUM ALLOCATION
Salaries.....	\$ 407,717	\$ 10,643	\$ 10,643	\$ 16,597	\$ 445,600
Facility Rent/Lease.....	29,225	825	825	459	31,334
Equipment Lease.....	0	0	0	0	0
Services and Supplies.....	66,238	2,591	2,591	2,880	74,300
Administrative Overhead.....	123,228	3,441	3,441	5,064	135,174
Gross Budget*	\$ 626,408	\$ 17,500	\$ 17,500	\$ 25,000	\$ 686,408

Legend

- (a) = Services for the general population.
(b) = Bureau of Justice Assistance (BJA)
(c) = Substance Abuse and Mental Health Services Administration (SAMHSA)
(d) = Medical Marijuana Dispensaries

- * Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, SAPC Director, or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

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BUDGET A-6 (Page 3 of 4)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2013 through June 30, 2014)

<u>ITEM</u>	(a) Period of (07/01/13- 06/30/14)	(b) Period of (07/01/13- 06/30/14)	(c) Period of (07/01/13- 06/30/14)	FY2013-14 MAXIMUM ALLOCATION
Salaries.....	\$ 425,162	\$ 11,012	\$ 11,012	\$ 447,186
Facility Rent/Lease.....	27,120	841	841	28,802
Equipment Lease.....	0	0	0	0
Services and Supplies.....	106,619	2,209	2,209	111,037
Administrative Overhead.....	130,148	3,438	3,438	137,024
Gross Budget*	\$ 689,049	\$ 17,500	\$ 17,500	\$ 724,049

Legend

(a) = Services for the general population.

(b) = Bureau of Justice Assistance (BJA)

(c) = Substance Abuse and Mental Health Services Administration (SAMHSA)

* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, SAPC Director, or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

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BUDGET A-6 (Page 4 of 4)

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)
(July 1, 2014 through June 30, 2015)

<u>ITEM</u>	(a) Period of (07/01/14- 06/30/15)	(b) Period of (07/01/14- 06/30/15)	(c) Period of (07/01/14- 06/30/15)	(d) Period of (07/01/14- 06/30/15)	FY2014-15 MAXIMUM ALLOCATION
Salaries.....	\$ 407,717	\$ 7,475	\$ 7,475	\$ 104,141	\$ 526,808
Facility Rent/Lease.....	29,225	561	561	7,465	37,812
Equipment Lease.....	0	0	0	0	0
Services and Supplies.....	66,238	2,499	2,499	16,919	88,155
Administrative Overhead.....	123,228	2,590	2,590	31,475	159,883
Gross Budget*	\$ 626,408	\$ 13,125	\$ 13,125	\$ 160,000	\$ 812,658

Legend

- (a) = Services for the general population.
(b) = Bureau of Justice Assistance (BJA)
(c) = Substance Abuse and Mental Health Services Administration (SAMHSA)
(d) = Drug/Medi-Cal (DMC)

* Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, SAPC Director, or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

STATEMENT OF WORK

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

The overall goal is to develop, implement, and maintain an ongoing treatment process and outcome monitoring and valuation infrastructure for the countywide system of alcohol and other drug (AOD) treatment and recovery program services and to assess outcomes at various levels for clients, programs, cross-system, and communities. The contractor will use AOD data from multiple, existing sources and will obtain additional data from concurrent treatment process and outcome studies. Community substance abuse indicators will be compiled and incorporated on an ongoing basis in order to provide an appropriate context for interpretation of the evaluation results to support AOD program strategic planning.

Further, the parties agree that Contractor shall provide other related services under this Agreement as described under the document

"Los Angeles County Evaluation System: An Outcomes Reporting Program (LACES); University of California, Los Angeles, Integrated Substance

Abuse Programs; Phase IV Proposal," attached hereto and incorporated
herein by reference.

A detailed description, including a timeline, of the services to be provided and the goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be provided under the "Project Control Document Phase 2 Work Plan" attached hereto.

ADSA

WORK PLAN

The Regents of the University of California, Los Angeles (UCLA)
Integrated Substance Abuse Programs

ALCOHOL AND DRUG SERVICES AGREEMENT (EVALUATION SERVICES)

The purpose of this work plan is to outline the activities to be performed by UCLA (i.e., Contractor) under this Los Angeles County Evaluation System (LACES) Phase V Project. This phase will run from July 1, 2011 through June 30, 2015.

UCLA will engage in the new, expansion, and continuing activities:

New Activities

1. Conduct an evaluation of the drinking driver programs in Los Angeles County.
2. The Provision of On-Site Psychiatric Services and Telepsychiatry Services to the Acton Facility of the Substance Abuse Prevention and Control (SAPC) Antelope Valley Rehabilitation Center.
3. Evaluate the Vivitrol Pilot (medication assisted treatment).
4. Train and evaluate the use of evidence-based practices in Los Angeles County.

Expansion Activities

5. Continue with the development and refinement of the performance standards.
6. Implement the perception of care (e.g. Modular) surveys and assess the relationship of perception of care to client outcomes and program performance.
7. Implement a third process improvement project (NIATx) to focus on 30-day retention.
8. Training and technical assistance to improve engagement and retention in treatment.

Continuing Activities

9. Information dissemination as follows:
 - a. LACES Annual Report
 - b. LACES newsletters (monthly)
 - c. LACES Briefs (bi-monthly)
 - d. Write and seek to publish on average two manuscripts a year.
10. Community meetings/presentations regarding the progress and outcomes of the evaluation.

Evaluation of the Driving Under the Influence (DUI) Programs in Los Angeles County

State Law provides that persons convicted of Driving Under the Influence (DUI) offenses may be granted probation and, as a condition of probation, be required to complete a DUI program. For first offenders, DUI programs are from three (3) to nine (9) months in duration; for multiple offenders, DUI programs are eighteen (18) months, and for third and subsequent offenders, DUI programs are 30 months. UCLA will review existing laws that dictate program duration and components, and the existing data and make suggestions for the collection of additional data, as needed, to assess the desired outcomes of the DUI programs in Los Angeles County. The selected outcomes include: the absence of said driver from any further involvement in the penal system concerning alcohol related traffic violations, increased awareness of how drinking and driving can be detrimental to the health of the inebriated driver and those around him or her, and the absence of said driver in future DUI -related programs. The program will also be evaluated for content in the DUI courses and ensure any recommendations do not conflict with existing laws. Suggestions for modifications to the program or the process will be included in the final report.

The Provision of On-Site Psychiatric Services and Telepsychiatry Services to Acton Facility

UCLA will provide, through this contract the services of a psychiatrist two days each week. On one day, the psychiatrist will be onsite to assess and meet with clients. On a second day (days to be agreed to between psychiatrist and SAPC, the psychiatrist will provide services via "telemedicine." Telepsychiatry allows the psychiatrist to meet with and monitor patients via a secured web-based application. Telepsychiatry is accomplished through the use of special software and/or a freestanding mobile cart that includes a computer connect to the Internet, a camera and a microphone. This allows the psychiatrist to see the patient and the patient to see the psychiatrist. The psychiatrist(s) will meet with patients, make notes and then send the notes to Acton for placement in the patient's file.

The on-site services and telepsychiatry services will be provided by Integrated Substance Abuse Programs (ISAP) psychiatrists.

Evaluate the Vivitrol Pilot in Treatment Programs

The evaluation of the Vivitrol Pilot will consist of two parts: an evaluation of the process and an examination of client and counselor pre and post attitudes and behaviors. The process evaluation will include an examination of how the Vivitrol Pilot was implemented and the success in which it was implemented on time with adequate staff training, medication supplies, and agency infrastructure to support the use of medication assisted therapy. Information for this aspect of the

evaluation will come from meeting minutes; site visits, and surveys and interviews/focus groups with program staff.

More specifically, the process evaluation will assess the number and demographics of the clients who participated in the Vivitrol pilot, how the pilot was implemented at the program level, who took advantage of the available in-service trainings, and what could be improved if medically assisted treatment (MAT) was implemented across a larger group of programs. Client demographics and encounters will be needed for this part of the evaluation. It is expected that this information can be gathered from the Los Angeles County Participant Reporting System (LACPRS) system. In addition, a review of the implementation plans from each agency, meeting minutes and a focus group with program staff will be conducted to further assess the success of the implementation of this new program.

The second part of the evaluation will consist mainly of pre/post assessments. The evaluation will include information gathered from both clients and staff. From clients it will be necessary to assess the urge to drink, drinking behaviors, effects of the medication on the use of and cravings for other drugs, and an assessment of the side effects of the medication. These assessments will occur every week for the first four weeks and then every month at the time of the next injection (or thereabouts). Counselors and other staff will be surveyed on their participation in the pilot, their knowledge of, experience with, and attitudes about MAT in general and the use of Vivitrol in particular. Counselors will be surveyed prior to the start of the Vivitrol project (or as close to the start of the project as possible) and at the end of the project. Finally, executive staff and managers will be asked to participate in a brief focus group to discuss their experiences with the project. A specific survey that addresses these issues could not be located, so the questions were developed by UCLA. Survey questions will be finalized through concordance between SAPC and UCLA. The survey will then be administered via the web through SAPC. UCLA will assist SAPC with the set-up of the survey and will analyze the data that is collected. Questions that will be asked of the counselors include:

1. What are your attitudes towards the use of psychotropics (e.g., antidepressants, anti-anxiety medications, anti-psychotics) with clients who are in treatment for a substance use disorder?
2. Do you have any experience with medication-assisted therapy?
3. What do you know about medication-assisted therapy?
4. What are your attitudes about medication-assisted therapy?
5. Are you interested in more information about medication-assisted therapy?
6. What do you know about Vivitrol?
7. Are you interested in more information about Vivitrol?
8. If someone at this facility asked you about Vivitrol, what would you say to him or her?

9. Are you currently involved in the Vivitrol pilot being conducted at this program?
 - a. If yes - Are you a counselor or other clinical staff?
 - i. If yes - How do you identify clients who you think would benefit from Vivitrol?
10. Do you know anyone who has used Vivitrol?
 - a. If yes, what did they say about Vivitrol?
11. If you are a counselor or other staff person who has contact with clients, would you recommend Vivitrol?
 - a. Why or why not?
12. Do you have any concerns with Vivitrol?
13. What have you heard from the clients?
14. Have there been any changes to the program structure since the implementation of the Vivitrol pilot (e.g., new groups, new staff)?
 - a. If yes, what are some of these changes?

Staff will be emailed with a link to an online survey that they can complete at their convenience. The use of an online questionnaire will also allow for the confidentiality of responses and allow for the tracking of those who completed the survey and those who did not.

Clients will also be assessed and asked specific questions concerning their alcohol use, side effects of the medication, intentions of taking another shot/dose of Vivitrol, and cravings for other drugs. Although alcohol use surveys have been developed, none ask questions with the level of specificity or in the time frame that would be required for this project. As such, UCLA will develop a specialized, brief questionnaire. In addition, the "Urge to Drink" scale will also be used. This information will be collected prior to the first administration of Vivitrol, and every week for the first four weeks. After that time, the survey will be collected at the time of the next Vivitrol shot (or shortly before or after) and/or at discharge from treatment.

Train Providers On and Evaluate the Use of Evidenced Based Practices

In the upcoming contract years, providers will be expected to use one or more of the several evidenced based practices that are available. Although this will not be a contractual requirement in the next contract, it is an area that has been under discussion for inclusion in any future contracts and requests for proposals (Request For Proposals).

To address this and to prepare Los Angeles County alcohol and other drug treatment providers for this new contractual requirement, UCLA will provide training on two evidence-based practices. This training will include either in-person training or an online training, along with monthly follow-up calls for the first 90 days after the training followed by a booster session. The training will then be followed up

with evaluations of the programs' fidelity to the selected evidence based practice. The evaluation itself may include scoring of recordings of clinical interactions, case review and interviews with staff.

Based on the findings of the review, a report will be provided that details how well providers implemented the two evidenced based practices and what additional resources are needed to improve implementation and use.

Expansion Activities

Continued Development of Performance Standards

UCLA has worked closely with SAPC for the past few years developing and revising the admission and discharge questions on the LACPRS in order to obtain treatment outcomes information. We now have information from the revised LACPRS system that has been collected over the past three years, and the process of implementing performance management has begun.

Currently, the following performance measures are under discussion for measurement, management and monitoring for the 2010-2011-contract year:

- The client must have a completed treatment plan and assessment within thirty (30) days of admission.
- A certain percentage of clients admitted to treatment should remain in treatment for thirty (30) days or more. The specific percentage was not finalized at the writing of this document.
- A certain percentage of clients admitted to treatment should remain in treatment for ninety (90) days or more. The specific percentage was not finalized at the writing of this document.
- A certain percentage of clients should be discharged from treatment with "positive compliance" (e.g., completed treatment or leaves prior to completion with satisfactory progress towards treatment plan goals - regardless of referral or transfer). The specific percentage was not finalized at the writing of this document.
- A certain percentage of clients should have a completed exit interview (e.g., completed all LACPRS discharge questions). The specific percentage was not finalized at the writing of this document.
- A plan to access to continuing care is to be noted in the client's discharge plan.

- Counselors will complete two (2)-four (4) hours of education (online, as available) to inform them of MAT. Counselors employed at programs offering MAT will be required to complete four (4) hours; counselors at other programs will be required to complete two (2) hours.

Providers who fall below the threshold set by the county will be required to participate in technical assistance and training to improve their performance. The results of some of these performance measures will be reported in quarterly and annual "Report Cards."

In addition to these performance measures, additional performance measures should be developed to further enhance outpatient counseling treatment as well as to begin the process of instituting performance measures for residential treatment and other program types like detoxification and narcotic treatment programs.

For outpatient treatment programs, additional measures that may be examined are as follows:

- Engagement in treatment measured by the number of services the client received during the first thirty (30) days.
- Changes in homeless status during the thirty (30) days prior to admission and discharge from treatment defined by percent of clients showing a positive change in their housing status.

For residential treatment, potential performance measures may include:

- Assessing the number of clients who move from residential treatment to outpatient and remain in outpatient for at least thirty (30) days.
- Changes in participation in social support recovery activities during the thirty (30) days prior to admission and discharge from treatment, defined attending twelve (12) -Step meetings, religious/faith recovery meetings, other self-help meetings, or interactions with family members and/or friends supportive of recovery.

For detoxification, potential performance measures may include:

- Assessing the number of clients who move from detoxification treatment to residential, narcotic treatment programs or outpatient and remain in these programs for at least thirty (30) days.

Finally, for narcotic treatment programs, potential performance measures may include:

- Assessing the number of clients who remain in treatment for at least 365 days and take part of the annual update.
- Additional performance measures may be created based on the information collected at the annual update.

Furthermore, findings based on the implementation of the Perception of Care instrument may also be used as a performance measure for all of the above program types except detoxification and narcotic treatment programs (the survey has not been established to be valid for these programs). The determination as to whether or not to include the findings from the Perception of Care survey will depend on the findings of the project described in the next section.

Finally, additional performance measures will also be developed over the course of the contract year based on data availability and the needs of the county. UCLA will work with SAPC to assess the quality of the data, the feasibility, and the utility of each of these performance measures. UCLA will also work with SAPC to improve program performance in these areas as requested by engaging providers in trainings, presentations and brief reports.

Implement the Perception of Care and Assess the Relationship to Client Outcomes and Program Performance.

The first pilot project examining perception of care worked exceptionally well, however without established benchmarks the data cannot be assessed properly. In this second project, client perception of care, as measured by the Modular Survey (Bartlett, 2004), will link to client outcomes in the attempt to determine if perception of care and client outcomes are correlated. In addition, if the Los Angeles County Department of Public Health SAPC data system is refined to collect encounter data, this data will also be correlated with the perception of care findings. If perception of care is shown to be a good predictor of outcomes and/or client participation in treatment, plans will be made to implement perception of care for all providers.

More specifically, UCLA will coordinate the collection of the perception of care surveys from no less than twenty (20) treatment programs. Once these surveys are collected, UCLA will analyze the data from the perception of care surveys and correlate the results from the surveys with the client outcomes noted in the LACPRS admission and discharge questions. Finally, if the data becomes available, UCLA will also examine how the results from the perception of care and encounters affect client outcomes and program performance. The results will be presented to SAPC in a report.

Implement Process Improvement Project to Focus on Thirty (30) day Retention.

Los Angeles County has engaged in at two prior process improvement projects in the last few years. Both projects have demonstrated great improvements in access, engagement, and retention. UCLA proposes to implement a third process improvement project that will focus on improving thirty (30) day engagement in treatment. The project will be phased similar to prior projects, but will only focus on thirty (30) day engagement.

Providers with poor engagement rates will have the first opportunity to participate. It is hoped that at least two dozen providers will have the opportunity to participate in this project.

Training and Technical Assistance to Improve Engagement and Retention

Engagement of the treatment participant, once he or she has made the decision to seek treatment, is important. In addition, retention of that individual in treatment for as long as possible is equally important in order to increase the likelihood that the cognitive and behavioral changes that occurred in treatment are maintained once treatment ends. Thus, an additional goal of UCLA for the next fiscal year will be to measure and improve engagement and retention of participants in treatment.

The Addiction Technology Transfer Center (ATTC) at ISAP will offer trainings on topics such as motivational interviewing and contingency management, which should also help in these areas.

Continuing Activities

LACES Annual Report

UCLA will construct an annual report that will include summaries of the work completed by UCLA as well as an analysis of the admission and discharge data. The analysis will include information on the demographics of adults in treatment, the client outcomes and program performance measures that are obtained through examination of the data. Additional analyses or summaries of work completed will also be included at the request of the SAPC office. Assuming timely provision of the required data, the annual report will be ready for review in December of each year.

LACES Newsletter

Every month, UCLA will write, distribute and post a newsletter that provides information on recent events in Los Angeles County, evaluation summaries or other announcements. These newsletters will be distributed

in Adobe pdf format via the email list and posted to the LACES-UCLA web site. The newsletters will be provided to SAPC prior to distribution for review.

LACES Brief

Every other month, UCLA will write, distribute, and post single page summaries of information based on data collected. LACES Briefs may also be based on the requests of the county for information in specific areas. LACES Briefs will be developed, sent to SAPC for review, and then sent out to those individuals on the LACES email list. LACES Brief will also be posted on LACES website.

LACES Manuscripts

In an effort to continually increase the flow of information from researchers to the treatment community, UCLA will undertake the task of writing, on average, two articles a year during the current phase. Each article will have a different focus, but all will contribute to the literature regarding alcohol and other drug treatment and the evaluation of that treatment. Article content is, as yet, to be decided.

Community Meetings/Presentations

UCLA will hold community meetings to present information regarding the progress and outcomes of the evaluation to commissioners, providers, SAPC, Dr. Fielding and other public health staff. Meetings with providers will focus on how the LACES data may be used to improve program performance, whereas meetings/presentations to other groups will have varying topics. No fewer than three meetings/presentations will be scheduled a year.

In conclusion, the next phase of LACES will see the development and implementation of the program level of the evaluation. More information will be made available to the treatment and academic community through the publication of articles. Increased exposure to the evaluation will be accomplished through the provider trainings. In addition, more contact with providers will also serve to; (a) improve the reliability and validity of the information entered into the LACPRS system; (b) improve the utility of the site reports, both through the use of better information as well as by providing a forum through which improvements to the sites reports can be suggested; and (c) supply information needed for some of the LACES articles. All of these activities will serve to improve the treatment system in Los Angeles County.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES (UCLA)

EXHIBIT C-1

ALCOHOL AND DRUG SERVICES AGREEMENT
(EVALUATION SERVICES-PRE- AND POST-RELEASE TREATMENT SERVICES
FOR OFFENDERS WITH CO-OCCURRING MENTAL HEALTH AND SUBSTANCE USE
DISORDER)
(Re-entry Population)

1. DEFINITION: Alcohol and drug evaluation services (hereafter "Evaluation Services") are planned activities which are directed towards the design and implementation of an on-going evaluation program which will be able to determine the effectiveness of services provided by County contracted alcohol and drug services providers as requested by the Substance Abuse Prevention and Control ("SAPC") Director, or his/her designee (all hereafter "SAPC Director"). Special emphasis shall be placed on evaluation services provided as a result of the County's acceptance of local, State, or federal grant funds. Such evaluation services, or evaluation program, will include but not be limited to, assessing the overall effectiveness of the alcohol and drug services treatment/recovery system (and/or total program outcomes); assessing the effectiveness of specific service modalities, client outcomes, and service components; and the reviewing of program cost for efficiency and effectiveness. Further, evaluation services will also involve applying a

countywide perspective to identifying alcohol and drug treatment outcomes at the following levels:

A. Client/program participant level: Activities include determining changes in attitudes, behavior, and knowledge of individuals who participated in alcohol and drug treatment and recovery programs. These activities also include evaluating the continuity between multiple treatment episodes.

B. Program, modality, and agency/department level: Activities include evaluating specified program, modality, and agency/department implementation, process, and outcome efforts and goals. These activities also include recommending and establishing standards and guidelines, and assisting programs and the agency/department in meeting and maintaining standards and guidelines.

C. Cross systems level: Activities include evaluating the results of services delivered by the Los Angeles County alcohol and drug treatment/recovery system and other systems such as health care, mental health, welfare, and criminal justice.

D. Community level: Activities include evaluating changes in community conditions as a result of the Los

Angeles County alcohol and drug treatment/recovery system and its components.

Evaluation services to also include the creation and dissemination of qualitative and quantitative reports, oral presentation of such reports to related governmental entities and/or the public, when required by SAPC Director, and any other related evaluation service to be performed by Contractor that is deemed appropriate by SAPC Director.

Evaluation services shall be provided to SAPC and other related groups performing alcohol and drug services for County, as approved by SAPC Director.

2. COUNTY STAFF: County SAPC management and evaluation staff, to the best of their ability, shall assist Contractor in performing the evaluation services described herein, including but not limited to, obtaining the collaboration of appropriate contract program provider management, treatment, and service staff, as needed (e.g., approval to access information, records, etc.) by Contractor to perform his/her evaluation services duties.

County's Evaluation Program Manager shall be the primary contact and lead County staff to assist Contractor with County activities hereunder for this Agreement. County's Evaluation

Program Manager for this Agreement shall be the following person or his designee: Timothy Duenas.

County's Evaluation Program Manager shall be responsible for, but not limited to the following:

A. Reviewing all objectives, tasks, deliverables, subtasks, and subdeliverables as stated within Contractor's Alcohol and Drug Evaluation Services Contract Annual Work Plan ("Work Plan") in order to ensure that they are met.

B. Providing technical assistance, monthly or as needed, to remedy any problems that interfere with the successful completion of stated Work Plan objectives, tasks, deliverables, subtasks, and subdeliverables.

Technical assistance may include areas relating to County policy, research, evaluation, information, and procedural requirements.

Other County employees may be designated by SAPC Director to assist Contractor with County activities hereunder.

Contractor agrees that County does not anticipate assigning any County employees to assist Contractor on a full-time basis.

County shall notify Contractor in writing of any change in the name or address of County's Evaluation Program Manager.

County's Evaluation Program Manager and/or other designated County staff shall be made available to Contractor at the

discretion of SAPC Director to provide necessary input and assistance in order to answer questions and provide liaison between Contractor and County departments. All County personnel shall be under the supervision of SAPC Director.

3. CONTRACTOR'S PROGRAM MANAGER: Contractor's Program Manager for this Agreement, who shall be a full-time employee of Contractor, shall be the following person or her designee: Desiree A. Crevecoeur.

Contractor's Program Manager shall be responsible for Contractor's day-to-day activities as related to this Agreement and for reporting to County in the manner set forth in the Agreement.

Contractor's Program Manager shall meet monthly, or as needed, with County's SAPC management and evaluation staff to review the progress of this Agreement.

Contractor's Program Manager is not authorized to make any changes in any of the terms and conditions of this Agreement and is not authorized to further obligate Contractor in any respect whatsoever.

4. CONTRACTOR'S STAFF: During the term of this Agreement and for a period of five (5) years thereafter, Contractor shall have available and shall provide at any time upon request to an authorized representative of federal, State, or County

governments, a list of all persons by name, title, professional degree, and experience who are providing services during the term of the contract period.

Contractor shall provide County with the name and resume of each staff member identified in its budget. Contractor shall provide County with a resume of each proposed substitute staff and an opportunity to interview such person prior to any staff member substitution.

5. ADVISORY BOARD OR GROUP: As needed, County shall establish and maintain an advisory board or group consisting of (5) or more persons representing the specified County Commissions, community groups, provider organizations, and consumers. The advisory board or group shall consist of people who reside in Los Angeles County and represent the interests of the service community. The advisory board or group shall advise Contractor's Program Manager regarding program administration and service delivery. The advisory board or group shall meet at least quarterly.

6. SERVICE DELIVERY SITE(S) AND DAYS AND HOURS OF OPERATION: Contractor's facility(ies), where evaluation services are to be provided, and the days and hours of operation, or when services are to be provided herein, are as follows:

Facility 1 is located at 11075 Santa Monica Boulevard, Suites 100 and 200, Los Angeles, California 90025. Contractor's facility telephone number is (310) 267-5207, facsimile/FAX number is (310) 312-0538, and e-mail address is desireec@ucla.edu. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Facility 2 is located at 1640 South Sepulveda Boulevard, Suite 120, Los Angeles, California 90025. Contractor's facility telephone number is (310) 267-5020, facsimile/FAX number is (310) 312-0552, and electronic-email ("e-mail") address is prestovich@mednet.ucla.edu. Contractor's facility days and hours of operation are Monday through Friday, 8:00 a.m. to 5:00 p.m.

Contractor shall obtain prior written approval from SAPC Director at least thirty (30) calendar days before terminating services at such location(s) and/or before commencing such services at any other location. If the days and hours of operation, telephone number, facsimile/FAX number, e-mail address, or wheelchair access, of Contractor facility(ies), as noted above, are changed in any manner, Contractor shall inform SAPC Director at least ten (10) calendar days prior to the effective date(s) thereof.

7. MAXIMUM ALLOCATION:

A. During the period of January 29, 2013 through June 30, 2013, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Twenty-Five Thousand, Seven Hundred Fourteen Dollars (\$25,714). Other financial information for this Exhibit is contained in Schedule(s) C and Budget(s) C, attached hereto and incorporated herein by reference.

B. During the period of July 1, 2013 through June 30, 2014, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Fifty-One Thousand, Four Hundred Twenty-Nine Dollars (\$51,429). Other financial information for this Exhibit is contained in Schedule(s) C and Budget(s) C, attached hereto and incorporated herein by reference.

C. During the period of July 1, 2014 through June 30, 2015, that portion of the maximum obligation of County which is allocated for the facility(ies) listed above under this Exhibit for evaluation services total Twenty-six Thousand, Two Hundred Fifty Dollars (\$26,250). Other financial information for this Exhibit is contained in Schedule(s) C-1

and Budget(s) C-1, attached hereto and incorporated herein by reference.

8. REIMBURSEMENT: County agrees to compensate Contractor for actual reimbursable costs incurred while providing services designated in this Exhibit in accordance with the dollar amounts listed in the Schedules(s) and/or detailed in the Budget(s) as referred to above, attached hereto and incorporated herein by reference, as such costs are reflected in Contractor's billing statement. The definition of "services" for purposes of this Paragraph shall include time spent performing any service activities designated in this Exhibit and shall also include time spent on preparation for such service activities.

Each invoice shall include the amount requested and provide a level of detail acceptable to County. Contractor must obtain the written approval for each invoice by County's Evaluation Program Manager or other person designated by SAPC Director. County shall not be liable or responsible for any payment prior to such written approval.

9. EVALUATION DESIGN, CONFIDENTIALITY, AND APPLICABLE LAWS: Contractor agrees to develop and implement an evaluation design that is subject to approval by SAPC Director. Contractor agrees to show evidence that its evaluation design is supported by research literature as appropriate and effective for

achieving the goals of the evaluation with respect to the targeted population and programs. Contractor must use the American Psychological Association format for citing research studies and must include a bibliography of relevant research literature.

Contractor agrees to consider compatibility with the California Outcome Measurement System, the National Outcome Measurement System, and related outcome studies in the evaluation design, and to work with County's Evaluation Program Manager or other person designated by SAPC Director in this regard. Contractor agrees to implement written procedures to protect the confidentiality of client/participant records, in accordance with Title 42 Code of Federal Regulations ("CFR") Part 2, "Confidentiality of Alcohol and Drug Abuse Patient Records."

Contractor agrees to comply with Section 504 of the Federal Rehabilitation Act of 1973 and Title III of the Federal Americans with Disabilities Act of 1990.

10. STATEMENT OF WORK AND WORK PLAN FORMS AND THE EVALUATION OF SERVICES: Contractor agrees to provide evaluation services to County contracted alcohol and drug treatment and recovery programs and of treatment outcomes of County participants within these programs as described and as

summarized in Contractor's "Statement of Work" form, attached hereto and/or incorporated herein by reference. Contractor shall be responsible for producing the descriptions and summaries as listed on the Statement of Work form (including producing the summaries for any goals and objectives to be achieved by Contractor in providing such services during the term of the Agreement) and submitting the Statement of Work form with a description of County participants in writing for County's Evaluation Program Manager's review and approval before the commencement of any services hereunder.

In addition, Contractor agrees to provide evaluation services to County and County participants as further described in detail on Contractor's Los Angeles County Evaluation System ("LACES") Project Work Plan ("Work Plan") document, attached hereto and incorporated herein by reference.

The Work Plan shall provide a detailed description of specific evaluation activities for preparing and implementing the proposed evaluation design. The Work Plan shall identify accountable staff, milestones, key deliverables (such as reports containing evaluation data), all key tasks and activities, executive summary, monthly and annual progress reports, and monthly, or as needed coordination meetings with program providers and County staff.

The Work Plan shall provide a detailed description of the services provided by Contractor, the goals and objectives to be achieved, and shall include a timetable, divided into individual calendar months for the period designated in the Exhibit of this Agreement, showing the start and completion dates for all such services, and goals and objectives. All start and completion dates shall be within the same period designated in the Exhibit of this Agreement. For multiple year agreements, completion dates shall not extend into another period, unless such date is pre-approved by SAPC Director. In any event, all completion dates listed by Contractor shall not exceed the term of this Agreement.

The Work Plan shall describe specific plans for conducting process evaluation activities, such as, but not limited to, collecting and analyzing information on client characteristics, client service needs, client treatment history, services received, and services provided by programs.

The Work Plan shall describe specific plans for conducting outcome evaluation activities, such as, but not limited to, collecting and analyzing information on client-program participant/program/environment interactions associated with program retention and long-term treatment outcomes; treatment and recovery program service modalities, assessment of multiple

treatment outcomes (such as, alcohol and other drug use, employment, criminal activity, and social functioning), and determining the cost effectiveness of treatment and recovery program services.

The Work Plan shall include specific plans to ensure that the activities and data from this evaluation will be consistent and supportive of the planned comprehensive automated SAPC Community Information System for County-funded alcohol and drug programs.

Contractor agrees to allow County to use the Work Plan to evaluate the effectiveness of the services provided by Contractor under this Agreement, and to modify, as required, the services provided by Contractor, or develop and implement a new service or program activity, to improve services received under this Agreement. Contractor shall collect and report data on services and/or program operation performance and outcome expectations.

Upon prior approval by SAPC Director, Contractor may participate and cooperate in any evaluation study(ies) conducted by County, or in any such study(ies) conducted by federal or State agencies, in which County agrees to participate. Contractor shall participate in the development and implementation of the Countywide Evaluation Management System.

11. REPORTS: Subject to the reporting requirements outlined in the REPORTS Paragraph of the ADDITIONAL PROVISIONS of this Agreement, Contractor shall submit a monthly report to County's Evaluation Program Manager on its progress toward meeting the objectives, tasks, deliverables, subtasks, and subdeliverables stated within the Work Plan. The monthly report should have the following information:

A. Period covered by the report.

B. Summary of project status for the report period.

1) Objectives, tasks, deliverables, subtasks, subdeliverables, and other work scheduled for the reporting period which were completed.

2) Unresolved issues that resulted in the non-completion of objectives, tasks, deliverables, subtasks, subdeliverables, and other work scheduled for the reporting period.

3) Plan of action with an updated milestone chart for resolving the issues that have prevented the successful completion of objectives, tasks, deliverables, subtasks, subdeliverables, and other work.

4) Any other information or reports required by County as mutually agreed to, or as a result of future

contract amendments for evaluation services for specified projects.

Contractor shall also provide an annual presentation on its evaluation results to SAPC, specified Los Angeles County Commissions, and participating alcohol and drug program providers. For each fiscal year, Contractor agrees to prepare and distribute an annual written report with executive summary that covers the evaluation design, status, and results. Contractor also agrees to provide any additional reports and presentations to program providers, clients, and other concerned parties as required by SAPC.

ADSA/SAPC rev.05/2012

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

SCHEDULE C-1

ALCOHOL AND DRUG SERVICES AGREEMENT

(EVALUATION SERVICES-

PRE- AND POST-RELEASE TREATMENT SERVICES FOR OFFENDERS WITH CO-OCCURRING MENTAL HEALTH AND
SUBSTANCE USE DISORDER - Re-entry Population)
(January 29, 2013 through June 30, 2015)

	Period of (Board (01/29/13- 06/30/13)	Period of (07/01/13- 06/30/14)	Period of (07/01/14- 06/30/15)	Total Maximum Allocation
1. Maximum Allocation.....	\$ 25,714	\$ 51,429	\$ 26,250	\$ 103,393
2. Projected Revenues.....	\$ 0	\$ 0	\$ 0	\$ 0
3. Gross Program Allocation.....	\$ 25,714	\$ 51,429	\$ 26,250	\$ 103,393
4. Maximum Monthly Amount/Allocation for Evaluation Services..... (Item 1 divided by the number of months in the period)	\$ 5,142	\$ 4,285	\$ 8,750	\$ N/A

Contractor's reimbursement for travel related expenses listed below shall be limited to the rates listed in UCLA's Travel Policies and Procedures. The rates listed below are currently in effect and shall automatically be revised at such times as UCLA's Travel Policies and Procedures are revised

Mileage: \$ 0.50 cents per mile.
Meals: \$64.00 per day for periods of more than 24 hours.
\$ 0.00 per day, for periods of 12-24 hours.

Contractor's reimbursement for travel related lodging shall be limited to \$223.50 per night, plus all taxes included on the voucher for a single occupancy hotel accommodation. This amount equals County's maximum allowable amount for lodging plus a major city differential, as set forth in County's Adjustment of Travel Expenses Reimbursements Effective February 1, 2003. Reimbursement without a voucher shall be \$20.00 per night. These limits shall automatically be revised at such times as County's maximum allowable amounts for these categories are revised.

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

BUDGET C-1

ALCOHOL AND DRUG SERVICES AGREEMENT

(EVALUATION SERVICES-PRE- AND POST-RELEASE TREATMENT SERVICES FOR OFFENDERS WITH CO-OCCURRING
MENTAL HEALTH AND SUBSTANCE USE DISORDER)
(Re-entry Population) (EVALUATION SERVICES)
(January 29, 2013 through June 30, 2015)

ITEM	Period of (1/29/13- 06/30/13)	Period of (07/01/13- 06/30/14)	Period of (07/01/14- 06/30/15)	TOTAL MAXIMUM ALLOCATION
Salaries.....	\$ 16,714	\$ 33,428	\$ 17,062	\$ 67,204
Facility Rent/Lease.....	1,286	2,571	1,310	5,167
Equipment Lease.....	0	0	0	0
Services and Supplies.....	2,571	5,143	2,625	10,339
Administrative Overhead.....	5,143	10,287	5,253	20,683
Gross Budget*	\$ 25,714	\$ 51,429	\$ 26,250	\$ 103,393

Contractor may revise the amount of any existing line item(s) by a maximum of ten percent (10%) of the gross budget without prior written approval of, and not more than twenty-five percent (25%) of the gross budget with prior written approval of, SAPC Director, or his authorized designee. Therefore, any increase in any line item(s) of the budget shall be offset by a corresponding decrease in the other line item(s) of the budget. In any event, any revisions made in the gross budget, shall not result in any increase in County's maximum obligation during the term of this Agreement.

ADSA

THE REGENTS OF THE UNIVERSITY OF CALIFORNIA, LOS ANGELES

STATEMENT OF WORK

ALCOHOL AND DRUG SERVICES AGREEMENT

(EVALUATION SERVICES-PRE- AND POST-RELEASE TREATMENT SERVICES FOR
OFFENDERS WITH CO-OCCURRING MENTAL HEALTH AND SUBSTANCE USE DISORDER)
(Re-entry Population)

OVERALL GOAL: Contractor shall indicate the overall goal to be achieved by Contractor's program. A goal is a broad statement (i.e., statement of work or mission statement) which describes the services to be provided by Contractor and the overall goal(s) and/or objective(s) that such services will achieve.

Services and Overall Goal:

The overall goal is to comply with the Department of Justice, Office of Justice Programs, Bureau of Justice Assistance requirements for the Second Chance Act Reentry Program for Adult Offenders with Co-Occurring Substance Abuse and Mental Health Disorders Grant Award. Attached are some of BJA's core performance measures for this grant award, and Contractor agrees to develop and implement systems and procedures to ensure reporting requirements are met. Further, the parties agree that Contractor shall provide other related services under this Agreement as described under the document "Los Angeles County Evaluation System: An Outcomes Reporting Program (LACES); University of California, Los Angeles, Integrated Substance Abuse Programs; Phase IV Proposal," incorporated herein by reference.

A detailed description, including a timeline, of the services to be provided and the goals and objectives to be achieved, as they relate to the Services and Overall Goal statement above shall be provided within 60 days of contract execution.

**EVALUATION SERVICES-PRE- AND POST-RELEASE TREATMENT SERVICES FOR OFFENDERS
WITH CO-OCCURRING MENTAL HEALTH AND SUBSTANCE USE DISORDER)
(Re-entry Population)**

PERFORMANCE MEASURES

Objective	Measure	Data Grantee Provides
Increase public safety and reduce recidivism through activities targeted to address criminal behavior impacted by co-occurring substance abuse and mental health disorders.	Percentage of participants who successfully completed the program	<p>A. Number of participants enrolled in pre-release services</p> <p>B. Number of participants who completed pre-release services</p> <p>C. Number of participants enrolled in post-release services</p> <p>D. Number of participants who completed post-release services</p>
	Percentage of unsuccessful program exits	<p>A. Number of program participants</p> <p>B. Number of participants no longer in the program due to failure to meet program requirements</p> <p>C. Number of participants no longer in the program due to court or criminal involvement (technical violation, arrest, conviction, revocation, reincarceration)</p> <p>D. Number of participants no longer in the program due to a lack of engagement (no shows and nonresponsive participants)</p> <p>E. Number of participants no longer in the program due to absconding</p> <p>F. Number of participants no longer in the program due to relocating or case transfer</p>
	Percentage of program incompletes	<p>G. Number of participants no longer in the program due to death or serious illness</p> <p>H. Number of participants who did not complete the program for other reasons (please specify)</p> <p>I. Specify other reasons</p>
	The recidivism rate for program participants	<p>A. Number of program participants</p> <p>B. Number of participants who had a technical violation of supervised release while participating in the program</p> <p>C. Number of participants who were arrested while participating in the program</p> <p>D. Number of participants who were convicted while participating in the program</p> <p>E. Number of participants who had a revocation of the terms of supervised release while participating in the program</p> <p>F. Number of participants who were reincarcerated while participating in the program</p>

Objective	Measure	Data Grantee Provides
	Rate of recidivism for the participants who have successfully completed the program	A. Number of program participants who have successfully completed the program B. Number of participants who had a technical violation of supervised release after successfully completing the program C. Number of participants who were arrested for a new offense after successfully completing the program D. Number of participants who were convicted of a new offense after successfully completing the program E. Number of participants who had a revocation of the terms of supervised release after successfully completing the program F. Number of participants who were reincarcerated for a new offense after successfully completing the program